87-297 JSL mg 4-15-89 03987

0 0 0 2 2 1 3822145

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF	)	
LINDA S. SULLIVAN,	)	
Petitioner,	)	
and	)	No. 87 D 14385
MARK JEROME SULLIVAN,	)	
Respondent.	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard pursuant to an uncontested cause stipulation for Dissolution of Marriage, upon the duly verified Petition for Dissolution of Marriage of the Petitioner, LINDA S. SULLIVAN, and the Respondent, MARK JEROME SULLIVAN, having filed his response thereto; both parties being duly represented by their respective counsel, JEROME S. LEVIN, of the firm of LEVIN & ROSEN, LTD. on behalf of the Petitioner; SANDRA BROSTOFF, of the firm of JEFFREY M. LEVINC LTD. on behalf of the Respondent, and the Court now being fully advised in the premises;

FINDS AS FOLLOWS:

1. This Honorable Court has jurisdiction over the parties hereto and the subject matter hereof.

2. The Petitioner was at the time of filing and has been for more than ninety (90) days immediately preceeding the filing of her Petition for Dissolution of Marriage an actual resident of the State of Illinois.

3. The parties were married on the 15th day of October, 1983 said marriage being registered in the County of Cook in the State of Illinois.

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9-1-89 Decree effective upon entry of QDRO 3870080

4. One child was born to the parties namely: AMY LOUISE, born on December 30, 1984; no other children were born or adopted and the Petitioner is not now pregnant.

5. It is in the best interest of the minor child that their parents be given joint custody.

6. The parties have been living separate and apart from each other for a continous period since May 1, 1988 and irreconcilable differences have caused the irretrievable breakdown of their marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interest of the family.

7. The parties have signed a Stipulation waiving the two (2) year period of separation as provided for by Statute.

8. The parties hereto have entered into a Property Settlement Agreement and Co-Parenting Agreement dated the 6 day of June 1989, settling and disposing between themselves the questions of child custody, support and maintenance, certain ownership rights of property arising out of the marital relationship heretofore existing between them, and of the payment of attorney's fees and court costs.

9. The said Property Settlement Agreement and Co-Parenting Agreement, signed and executed by the Petitioner and Respondent is set forth verbatim hereinafter and is made part of this Judgment for Dissolution of Marriage and is in words and figures as follows:

SETTLEMENT AGREEMENT

This Agreement made and entered into this 6 day of June, 1989, in the County of Cook, State of Illinois, by and between MARK JEROME SULLIVAN, of Cook County, Illinois hereinafter referred to as "Husband", and LINDA S. SULLIVAN, of Cook County, Illinois, hereinafter referred to as "Wife".

The inducements leading to the execution and delivery of this Agreement are as follows:

The parties were married on October 15, 1983 in Cook County, Illinois, and the marriage is registered there.

Irreconcilable difficulties and differences have arisen between the parties as a result of which they do not live as husband and wife.

As a result of said marriage, one (1) child was born, namely AMY LOUISE, age 4, born December 30, 1984. No other children were born to or adopted by the parties.

The Wife has filed an action for Dissolution of Marriage in the Circuit Court of Cook County Illinois, under Case Number 87 D 14385. Said cause remains pending and undetermined.

Without any collusion as to said proceeding and without any intent to obtain or stimulate a Dissolution of Marriage, the parties hereto consider it to their best interests to settle between themselves, the questions of the custody, support, maintenance, medical and related needs, and the education of their child and forever finally and fully settle and adjust the respective rights of property of the parties and any and all

other rights growing out of the marital or any other relationship, now or previously existing between them, and to fully and finally settle any rights which either now has or may hereafter have or claim to have against the other, or in or to any property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

The Wife has employed and had the benefit of counsel of JEROME S. LEVIN of LEVIN & ROSEN, LTD. as her attorney. The Husband has employed and has had the benefit of counsel of SANDRA BROSTOFF of JEFFREY M. LEVING, LTD. as his attorney. The parties acknowledge that each has been fully informed in his or her respective rights in the premises.

Both the Husband and the Wife expressly state that they have both freely and voluntarily entered into this Agreement, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof.

THEREFORE, in consideration of the mutual and several promises and undertakings contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

RIGHT OF ACTION

1.1. This Agreement is not one to obtain or stimulate a

Dissolution of Marriage.

1.2. Each of the parties hereto reserves the right to prosecute action for Dissolution of Marriage which each of them has brought or might bring in the future and to defend any action brought by the other.

ARTICLE II

CHILD CUSTODY AND VISITATION

2.1. The Husband and the Wife shall have the joint care, custody and control of AMY.

2.2. Provisions for AMY's residence, visitation and shared parental responsibilities are set forth in the Co-Parenting Agreement attached hereto as Exhibit "A" and made a part hereof.

ARTICLE III

CHILD SUPPORT

3.1. The Husband shall pay to the Wife as child support the sum of $500.00 per month payable in two (2) equal installments of $250.00 each on the 1st and 15th of each month following the entry of the Judgment until AMY becomes age 18 or graduates from high school whichever occurs last. This sum is based upon the Husband's allegation that his present yearly gross income is $45,800.00.

3.2. On the 25th month following the entry of the Judgment, Husband shall pay to wife for child support the greater amount of $500.00 per month or 20% of husband's net income from all sources subject to provisions of Section 510 of the IMDMA to be a fixed amount of child support after said initial determination. To determine husband's net income, from his gross annual income shall be deducted the properly calculated Federal and State income taxes, FICA payments and dependent health/hospitalization insurance

premiums and any and all deductions as provided in Section 505 of IMDMA. Husband shall provide wife with a copy of his signed income tax returns for 1990 plus all evidence of income up to and including the 24th month from entry of this Judgment and any adjustments in child support based upon said percentage shall be retroactive from the date representing the 25th month following the date of the entry of the Judgment.

3.3. The husband shall have the right to take AMY as a dependent exemption on both his Federal and State income tax returns on all odd numbered years. The wife shall execute Form 8332 entitled "Release of Claim to Exemption for Child of Divorced or Separated Parents" for the odd numbered years thus enabling the husband to take AMY as a dependent exemption on his Federal and State income tax returns for those years providing he is not delinquent in his child support payments

ARTICLE IV

MEDICAL AND DENTAL CARE FOR THE CHILD

4.1. The Husband shall keep in full force and effect, at his expense, a medical, hospitalization and major medical insurance policy for AMY until she reaches her eighteenth (18th) birthday or completes a four year college education, but no later than age twenty-three (23), whichever shall last occur.

4.2. The husband shall keep in full force and effect at his expense, a dental insurance policy if offered by a group plan for AMY until (a) she reaches her eighteenth (18th) birthday or (b) completes a consecutive four year college education, but no later than age twenty-three (23), whichever shall last occur.

4.3. The parties covenant and agree that the husband shall pay for all extraordinary medical, hospital, dental, nursing and medicine costs and expenses not covered by the aforesaid respective insurance policies incurred on behalf of AMY until (a) she reaches her eighteenth (18th) birthday or (b) completes a four year college education, but no later than age twenty-three (23), whichever shall last occur. The term "extraordinary" as used in this paragraph shall include, not by way of limitation, but by way of illustration, orthodontia, major dental work, or any other extraordinary illness of AMY, operations, emergency room treatment, and services rendered as a result of serious accident or as a result of serious illness, requiring hospitalization or extended medical care. The aforesaid extraordinary costs and expenses shall not include routine check-ups, minor ailments, drug supplies (except if required in treatment of serious illness), dental prophylactics and the like, however in the event any of these costs are covered by husband's insurance, said claims shall be filed by husband. As a pre-condition of reimbursement, the wife covenants and agrees that she shall consult with the husband before incurring any of the aforesaid extraordinary medical and/or dental expenses for AMY except in cases of emergency. The husband shall have the right to obtain a second opinion with regard to any of the aforesaid extraordinary medical and/or dental expenses for AMY.

4.4. The husband shall supply the wife with a medical identity card for AMY.

4.5. The husband covenants and agrees that he will request

his medical and/or dental insurance carriers, if any, to pay the medical provider directly unless it is ascertained that the wife has paid directly any out-of-pocket medical and/or dental expenses that she has incurred for any medical and/or dental expenses covered by the aforesaid carriers and has submitted claims to the aforesaid carrier for reimbursement. In the event the aforesaid insurance carriers will not reimburse the wife directly for any out-of-pocket medical and/or dental expenses that she has incurred for any medical and/or dental expenses covered by the aforesaid carriers, then in that event, the husband shall pay immediately to the wife any reimbursement he receives from the insurances carriers for any out-of-pocket medical and/or dental expenses incurred by the wife.

ARTICLE V

LIFE INSURANCE FOR THE CHILD

5.1. The husband shall keep and maintain a Seventy Thousand Dollar ($70,000.00) life insurance policy as enumerated in a document designated as Exhibit "B" which is attached hereto and made a part hereof, in full force and effect, by paying the premium thereon as the same shall fall due and by doing any and all other acts and things necessary or expedient to that end and that he shall, within ten (10) days from the entry of the Judgment of Dissolution of Marriage in the above entitled case, execute and deliver to the respective insurers, the usual and customary documents used by them to designate AMY hereto as irrevocable beneficiary on the aforesaid policy. The husband shall name NORTHERN TRUST CO as trustee for the benefit of AMY of the total proceeds of such

insurance until such time as AMY shall complete a college education of no more than four (4) consecutive years following graduation from high school or becomes emancipated, whichever shall occur last; at that time husband may change designation as he desires.

5.2. The wife shall keep and maintain a Ten Thousand Dollar ($10,000.00) life insurance policy as enumerated in a document designated as Exhibit "B-1" which is attached hereto and made a part hereof, in full force and effect, by paying the premium thereon as the same shall fall due and by doing any and all other acts and things necessary or expedient to that end and that she shall, within ten (10) days from the entry of the Judgment of Dissolution of Marriage in the above entitled case, execute and deliver to the respective insurers, the usual and customary documents used by them to designate AMY hereto as irrevocable beneficiary on the aforesaid policy. The wife shall name Northern Trust Co as trustee for the benefit of AMY of the total proceeds of such insurance until such time as AMY shall complete a college education of no more than four (4) consecutive years following graduation from high school or becomes emancipated, whichever shall occur last; at that time wife may change designation as she desires. In the event wife has available to her any additional life insurance coverage from her subsequent employer and providing further that she can afford to maintain the same, the wife shall increase her coverage to the additional sum of $60,000.00 if said amount is available under the same terms as set forth herein.

5.3. The parties further covenant and agree that they will not in the future, borrow against, pledge, hypothecate or convert

the cash surrender value of said policy, if any, until his or her obligation to maintain said insurance no longer exists.

5.4. The husband and wife shall exchange a copy of the aforesaid policies within thirty (30) days from the entry of the Judgment of Dissolution of Marriage in the above entitled case.

ARTICLE VI

COLLEGE EDUCATION FOR THE CHILD

6.1. The husband and wife agree that they shall be obligated for trade, vocational or a college or university education for AMY if she chooses to attend college. Said obligation is predicated upon AMY embarking upon said college education immediately upon graduation from high school and continuing for four (4) consecutive years thereafter.

6.2. The parties shall pay the costs and expenses incurred incident to the provision for AMY's four-year college education, including but not limited to tuition, room, board, books, laboratory fees, activity fees, student health fees. Their obligation shall be predicated upon the scholastic aptitude of AMY and their respective financial resources and other factors in accordance with Section 513 of IMDMA.

6.3. The obligation of the husband and wife under the terms of this Article shall be irrespective of the fact that AMY may, prior to the commencement of such education, has attained or may during the course thereof, attain the age of majority.

6.4. Both parents agree to discuss with each other, major

issues relating to the education of AMY, including the selection of the institution, and each shall be entitled to participate actively in the education of AMY. Both parties will be identified to the schools and shall be notified by the schools of any and all matters relating to AMY's progress, grades, and any difficulties she may encounter.

ARTICLE VII

MAINTENANCE

7.1. The husband waives all of his past, present and future right, title and interest in and to maintenance from the wife and is forever barred from coming into this Court or any other Court and seeking support from the wife. The husband's rights in and to maintenance are forever barred and terminated.

7.2. The husband shall pay directly to the wife, and not through the Clerk of the Circuit Court of Cook County, the sum of Two Hundred Dollars ($200.00) per month for a period of twenty-four (24) months as and for maintenance, commencing on the first (1st) day of the month following the entry of the Judgment.

7.3. The parties covenant and agree that all maintenance paid by the husband to the wife shall terminate upon the first to happen of the following events:

(a) The death of the wife;

(b) The remarriage of the wife;

(c) The wife living on a continuing conjugal basis pursuant to Chapter 40, Section 510(b) of the Illinois Marriage and Dissolution of Marriage Act;

(d) The husband making all of the maintenance payments to the wife pursuant to paragraph 7.2. of this Article.

7.4. All maintenance payments paid directly to the wife by the husband are includable in wife's Federal Income Tax returns and are deductible to husband on all of his Federal Income Tax returns.

7.5. All of the aforesaid payments made to wife by husband are non-modifiable as to amount and term of payments pursuant to Chapter 40, Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act.

7.6. It is understood and agreed that upon husband's full satisfaction of his obligation to pay wife maintenance as set forth herein, the wife's right to further maintenance shall be forever barred.

ARTICLE VIII

SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

8.1. The parties agree that there exists a home, commonly known as 132 Tower Lane, Elk Grove, Illinois and legally described in Exhibit "C" attached hereto.

8.2. The parties agree that upon the entry of the Judgment of Dissolution and Marriage, the wife shall Quit Claim all of her right, title and interest in and to the aforesaid real property

to the husband. The husband shall be solely liable for the payment of the balance of the first mortgage on the aforesaid home; any and all income tax liens or other encumbrances; and all of the real estate taxes and other expenses incurred with regard to the marital home. The husband shall hold the wife harmless on the aforesaid expenses and indemnify her on same.

8.3. The husband shall have as and for his own property all of the household furniture and furnishings located at 132 Tower Lane, Elk Grove Village, Illinois, except those items listed on Exhibit "D" which shall be the property of the wife. The wife shall have as and for her own property all of the household furniture and furnishings presently in her possession.

8.4. The wife shall assign to husband all of her right, title and interest in and to a 1986 Yugo automobile. The husband shall be liable for the balance of any loan due on the aforesaid automobile and shall hold the wife harmless and indemnify her on said debt.

8.5. The wife shall release all of her right, title and interest to husband in and to his pension and profit sharing accounts at Northern Trust, except as otherwise provided for herein.

8.6. The husband and wife shall each release all of his or her right, title and interest that each may have in and to all cash accounts presently held in their respective names.

8.7. The husband shall pay to wife upon the entry of the Judgment of Dissolution of Marriage in the above entitled case

the sum of Ten Thousand Dollars ($10,000.00) in the form of a Certified Check.

8.8. On or before the 15th day of August 1989, Northern Trust shall transfer to wife in the form of a QDRO the sum of Five Thousand ($5,000.00) now in husband's profit sharing plan. To accomplish this transfer/assignment, an appropriate Qualified Domestic Relations Order shall be lodged with the Plan Administrator. In the event the Northern Trust does not in any way honor said QDRO or does not have the funds available to accomplish this transfer, the husband shall personally satisfy this obligation.

ARTICLE IX

INCOME TAXES

9.1. Joint Returns: With respect to all federal and state income tax returns filed jointly by the parties (collectively, the "Joint Returns"), the parties agree as follows:

a. The Wife Representations. Wife represents and warrants that she has provided the husband with all information relating to her taxable income and deductible expenses for the years in which the parties have filed joint returns. Wife shall be responsible for any tax liability based upon her breach of this warranty and she shall indemnify and hold husband harmless thereof.

b. Payment of Taxes. Husband represents and warrants that he has paid all federal and state income taxes due in connection with the filing of said joint returns except those wherein tax liens have been filed, which the husband agrees to assume and

pay and shall hold the wife harmless and indemnify her on these obligations.

c. Deficiency Assessments. In the event of any deficiency assessment except those assumed by husband in connection with any joint return(s), husband and wife shall promptly send written notice thereof to the other, and he or she shall pay any and all amount finally determined to be due as result of said assessment(s) if as a result of each one's error, including taxes, interest, and penalties, and all costs and expenses incurred in contesting said assessment.

d. Election to Contest Assessment. Husband and wife each shall have the sole and exclusive right to contest any deficiency assessment(s) received in connection with the joint returns filed by the parties. In the event either so elects, each shall promptly give the other written notice thereof, and each shall cooperate with the other and/or his/her selected representative, said cooperation to include both parties executing all necessary documents, supplying of all records and information within their possession or control, their furnishing of testimony, and such other actions as are reasonably necessary to contest an assessment.

e. Election to Amend. Husband and wife shall have right to amend the joint returns filed by the parties. In the event either so elects, each shall promptly give the other written notice thereof, and he/she shall join in the execution and filing thereof.

f. Indemnification. Husband shall indemnify wife and hold her harmless from any and all federal and state income

taxes, penalties, and interest arising from or attributable to the parties' joint returns, of 1985 and 1986 now known to the or parties and currently assessed against them. If due to husband's or wife's error or miscalculations or any other act by husband or wife that causes a deficiency, penalty or interest in the joint tax returns for 1987 and/or 1988, the party responsible for such shall indemnify and hold the other harmless from any cost incurred as a result thereof.

9.2. Equitable Distribution: The parties agree that the distribution of all the property including debts and obligations hereinafter described in an equitable division of all of their assets and liabilities mutually acquired during the course of their marriage reflecting an equitable division of like properties, of like values, predicated upon appraisals and stipulations of the parties. Said equitable division of property is contemplated by the parties to be a non-taxable division and event to both husband and wife of mutually acquired properties and as such, is not a sale, payment or transfer to secure a release of marital rights but is an equitable division by and between the parties of properties mutually acquired during the course of the marriage.

9.3. It is understood and agreed that the payment by husband to the wife of Fifteen Thousand Dollars ($15,000.00) as set forth in Article VIII shall not be includable by wife nor deductible by husband for income tax purposes.

ARTICLE X

DEBTS

10.1. The parties acknowledge that they have outstanding

debts and obligations; accordingly, the parties have agreed upon the responsibility as between them for payment of those debts. The parties agree that husband shall be solely responsible for the payment of the debts and obligations incurred during the course of the marriage that are listed in Exhibit "E" and shall indemnify wife from all liability in connection with the debts and obligations listed in Exhibit "E".

10.2. The parties agree that except as otherwise provided in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred since their separation and the parties so incurring same shall indemnify and hold the other party harmless with respect thereto. Neither party shall hereafter contract any debt or liability, whatsoever, for which the other can be held liable.

10.3. The husband's assumption of indebtedness is considered to be directly related to the support and maintenance of the child. Such payments satisfy a portion of husband's responsibility to contribute toward the support and maintenance of the family, and as such this assumption of indebtedness is to be non-dischargeable under Section 523(a)(5) of the Bankruptcy Code.

ARTICLE XI

ATTORNEYS FEES

11.1. Each party shall be solely responsible and hold each other harmless for their attorneys fees and indemnify each other on the same.

ARTICLE XII

GENERAL PROVISIONS

12.1. Waiver of Rights in the Property of the Other. Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective control upon the date of this Agreement, including in said property all choses in action, real estate, interests and beneficiaries of trust, bank balances, royalties, bonds, stocks and securities.

12.2. Execution of Documents. Each of the parties hereto agrees that he or she will, upon demand by the other, his or her heirs, executors or administrators, at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any proprty (real or personal) belonging to the other; the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

12.3. Mutual and General Release. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and quit-claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, maintenance, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate

as Husband and Wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the party, or whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her assigns, for the purpose of enforcing any or all of the rights specified in and relinquished hereunder; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

12.4. Acknowledgement of Full Disclosure. Both parties hereby specifically represent, and it is upon such representations that this Agreement is entered into, that each of them has had this Agreement and the legal effect of each of the provisions hereof fully explained to him or to her. The instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other.

12.5. This Agreement shall be effective upon the parties as of the date of the entry of a Judgment of Dissolution of Marriage.

12.6. In the event that either Wife or Husband is unable or unwilling to execute any document required by this Agrement or by the Judgment for Dissolution of Marriage entered in this cause, then the parties and each of them, agree that the Court shall appoint the Associate Judge of the Circuit Court of Cook Counthy, Illinois, or such other person as the Court shall deem appropriate, to execute any Will or Deeds or other documents that may be required under the terms of this Agreement and the Judgment for Dissolution of Marriage entered in this cause.

12.7. The invalidity of any Article or paragraph hereunder shall not affect the validity of any other Article or paragraph hereunder.

12.8. In the event that the Court sees fit to dissolve the marriage of the parties upon the evidence presented in the pending marital action, then it is agreed that this Agreement shall be submitted to the Court for its approval, and if approved, shall be made part of the Judgment entered in such cause and

thereafter shall be henceforth merged in and become a part of the Court's Judgment. In the event that the Court refuses to dissolve the marriage, or in the event that the Court shall fail or refuse to approve this Agreement, as executed by the parties or hereafter amended, and refuses to order its incorporation and merger into any Judgment herein entered, then in any of the above stated events, this Agreement shall be null and void.

12.9. All orders of court entered in the action presently pending between the parties hereto providing for payment of temporary child support and maintenance shall continue to remain in full force and effect to and including the day preceding the effective date of this agreement and notwithstanding anything herein otherwise provided, any amounts which have been accrued pursuant to such temporary orders and which remain unpaid as of the effective date of this agreement shall be deemed to be vested and the party obligated to pay any of said accrued amounts shall pay such entire sum to the party entitled to receive same and said payment shall be made within ten (10) days after the effective date of this agreement and in addition, all other obligations contained in this agreement, except as to outstanding child support arrearage now being deducted from husband's payroll and said deductions shall continue until arrearage is satisfied.

12.10. The parties hereto agree that the contents of this Agreement and all of the provisions hereof are not subject to being amended, altered or modified pursuant to Section 502 (f)

of the IMDMA with the exception of those matters relating to the minor child.

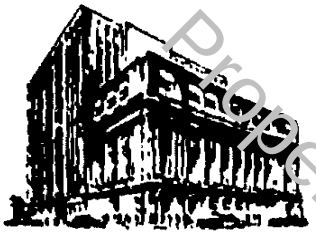
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

LINDA S. SULLIVAN

MARK JEROME SULLIVAN

EXHIBIT "B"

HUSBAND'S LIFE INSURANCE



THE NORTHERN TRUST COMPANY
FIFTY SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675

TELEPHONE (312) 630-6000

HUMAN RESOURCES DEPARTMENT

June 1, 1989

RE: Mark Jerome Sullivan - Social Security # 338-52-8261

To Whom It May Concern:

The following information is being provided at the request of Mark Jerome Sullivan an employee of The Northern Trust Company.

Mark Jerome Sullivan's current life insurance coverage is in the amount of $46,000.00, provided by the Bank.

If you require further information please contact Mr. Sullivan.

Sincerely,

Michelle Patterson
MICHELLE PATTERSON
Health Benefits Administrator

Prudential

The Prudential Insurance Company of America
a mutual life insurance company
Corporate Office, Newark, New Jersey

Insured MARK JEROME SULLIVAN

76 419 480 Policy Number
JUN 18, 1985 Contract Date

Face Amount $25,000--

Premium Period LIFE
Agency C-CH11-F-020

We will pay the beneficiary the proceeds of this contract promptly if we receive due proof that the Insured died. We make this promise subject to all the provisions of the contract.

Please read this contract with care. A guide to its contents is on the last page. A summary is on page 2. If there is ever a question about it, or if there is a claim, just see a Prudential agent or get in touch with one of our offices.

10 Day Right to Cancel Contract.—Not later than ten days after you get this contract, you may return it to us. All you have to do is take it or mail it to one of our offices or to the agent who sold it to you. The contract will be canceled from the start and we will give back your money promptly.

3822145

Signed for Prudential.

President

Secretary

Modified Whole Life Policy.

Increase in premium rate at end of twenty-one years. Insurance payable only upon death. Premiums payable throughout Insured's lifetime. Eligible for annual dividends as stated under Dividends.

EPPA—84

EXHIBIT "B-1"

WIFE'S LIFE INSURANCE
METROPOLITAN LIFE INSURANCE COMPANY

POLICY SPECIFICATIONS

DATE OF ISSUE . . . . . OCT 17 1977

INSURED'S ISSUE AGE AND SEX . . 20 FEMALE

INITIAL ENDOWMENT DATE. . . . . OCT 17 2022

OWNER . . . . . THE INSURED

BENEFICIARY . . . . . ~~RACHEL AMANDA FRANCIONE~~

CONTINGENT BENEFICIARY, IF ANY.. AS DESIGNATED IN APPLICATION

POLICY CLASSIFICATION . . . . . PREFERRED

INSURED

LINDA S FRANCIONE

FACE AMOUNT OF INSURANCE.. $10,000

771 044 906 PR ..POLICY NUMBER

PLAN . . . . . ENDOWMENT AT AGE 65

3822145

EXHIBIT "C"

LEGAL DESCRIPTION OF

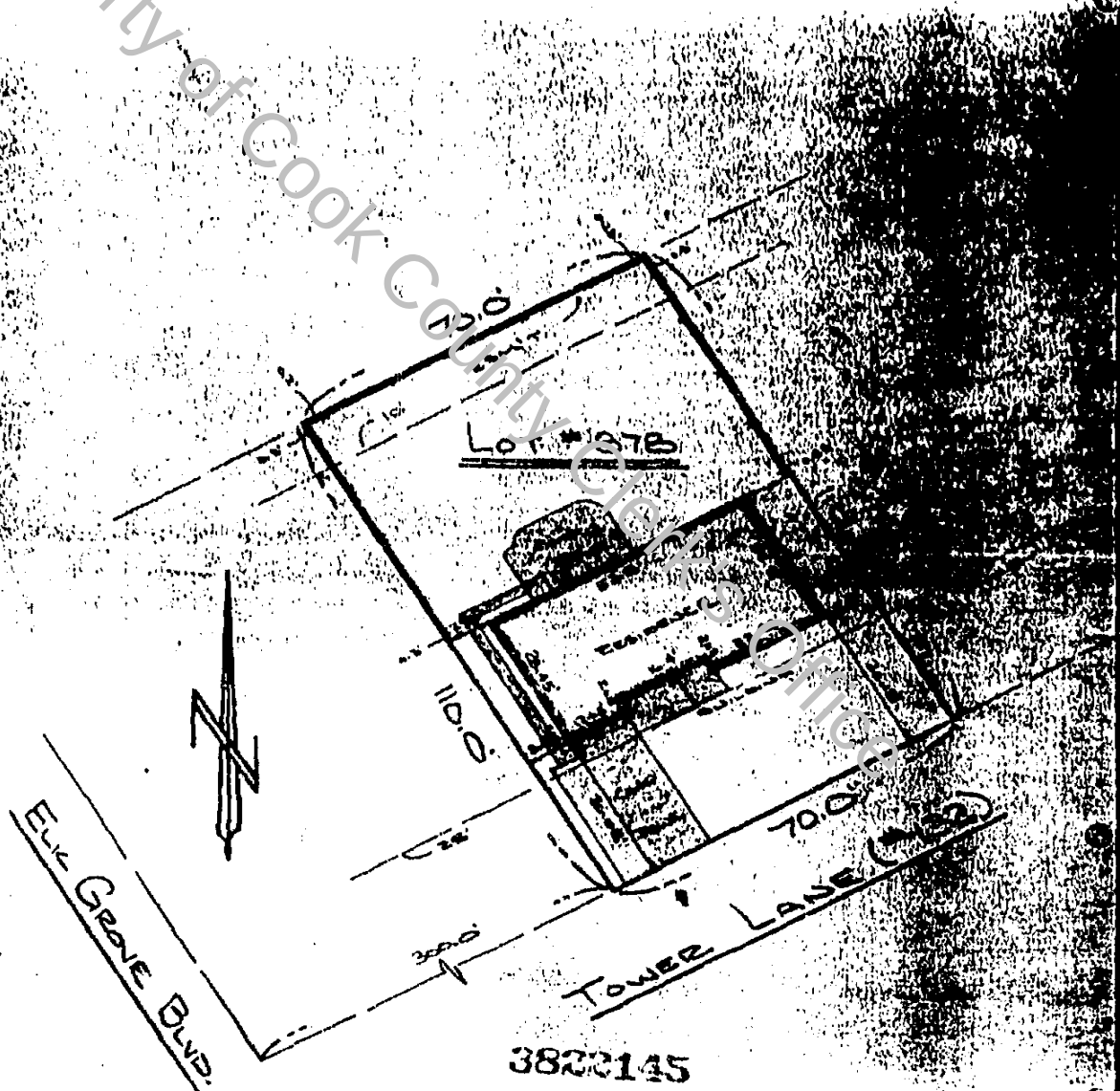
132 Tower Lane - Elk Grove Village, Illinois

Plat of Survey

OF PROPERTY DESCRIBED AS:

Lot 878 in Elk Grove Village Section 2, being a subdivision in the North Half of Section 28, Township 41 North, Range 11 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on May 1, 1958 as Document No. 1793822.

Real Estate Tax # 08 28 305 011



38222145

DUNDEE ENGINEERING (312)428-2929
Dundee, Illinois

Scale: 1"=20.0

Ordered: Mfg Han Mtg

Owner: Sullivan

Page: 41-11-28E

Job: 32188M

STATE OF ILLINOIS
COUNTY OF KANE ss 3-4-83

I hereby certify that I have surveyed the above described property and that the plat annexed correctly represents said survey.

Illinois Land Surveyor #35-1596

STATE OF ILLINOIS
PHILIP K. WESTEHOUSE
No. 35-1596
DUNDEE, ILL.

EXHIBIT "D"

WIFE'S PERSONAL PROPERTY TO BE REMOVED FROM
132 Tower Lane - Elk Grove Village, Illinois

1. Kitchen set - including drop leaf table and 4 stenciled chairs
2. 6 candle pyramids from Germany
3. Nutcracker from Germany
4. Ceramic Christmas tree
5. Ceramic Hollyleaf bowl
6. Wedding pictures depicting her family
7. [redacted] VCR

EXHIBIT "E"

DEBTS BEING ASSUMED BY HUSBAND

IRS Tax Debts - 1985 & 1986

Northern Trust Home Equity

Northern Illinois Gas Furnance Loan

Bankcard - Master Card

Profit Sharing Loan #1 and #2

Marshall Fields

J.C. Penny

EXHIBIT "A"

JOINT PARENTING AGREEMENT

This Joint Parenting Agreement is made and entered into this 6 day of June 1989, at Cook County, Illinois, by and between LINDA S. SULLIVAN (hereinafter referred as "Mother") and MARK JEROME SULLIVAN (hereinafter referred to as "Father"):

W I T N E S S E T H:

WHEREAS the Mother has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County and the Father has filed his Reponse to the Petition for Dissolution of Marriage, and that such case is now pending and unresolved;

WHEREAS, the Mother and Father are the parents of AMY LOUISE, age 4, born on December 30, 1984;

WHEREAS, the Mother and Father have participated in mediation sessions with the Cook County Marriage & Family Counseling Service;

WHEREAS, the Mother and Father believe each to be a fit and proper parent and recognize the contribution each has to offer AMY;

WHEREAS, the Mother has employed and had the benefit of counsel of JEROME S. LEVIN, of the law firm of LEVIN & ROSEN, LTD.; and the Father has employed and had the benefit of counsel of SANDRA BROSTOFF, of the law firm of JEFFREY M. LEVING, LTD.

NOW, THEREFORE, in consideration of the mutual promises

and covenants herein contained, and other good and valuable considerations herein expressed, the sufficiency of which is hereby acknowledged, the parties hereto mutally covenant and agree as follows:

1. Shared Parenting - Mother and Father acknowledge and agree that it is in the best interest of AMY that they be granted her joint legal custody and each party shall share and participate in the joint parenting of AMY. The residential schedule for such joint legal custody is set forth herein below.

The Mother and Father shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to AMY subject to the following terms and conditions. The parents mutually covenant and agree to the following:

a. To confer and exchange information and determine jointly the minor child's well-being, education, moral-ethical-religious training, standards of conduct, supervision, travel, and non-emergency health care. Neither parent shall cause the child to attend religious services or to be raised in a particular religious faith, unless otherwise agreed. Any religious direction shall be by mutual agreement;

b. To raise the child in the Catholic faith seeing that the child attends religious instruction and Mass and to make parents and grandparents and other family members available to attend and participate in religious services in which the the child receives any sacrament of the church (first communion, penance, confirmation, etc.).

c. To notify the other promptly of any serious illness

or accident befalling the child;

d. To have access to records and information pertaining to the minor child including, but not limited to, medical, dental, and school records; Father shall be given copies of all school records, report cards and other information given to Mother within 2 days or sooner as the situation demands.

e. To be entitled to participate with and attend special activities in which the child is engaged, such as school programs, parent teacher conferences, sports events, and other extra curricular activities and programs and important social events in which the child is in or in which she may be engaged or involved; Each party shall give the other prompt and advance notice of any of the above.

f. To be entitled to authorize emergency medical treatment for the minor child; and keep each other informed of day care telephone numbers and business address and telephone numbers.

g. To use all reasonable efforts to maintain free access and to create a feeling of affection between themselves and the minor child; neither parent shall do anything to hamper the natural development of the child's love and respect for the other party, but shall make all reasonable efforts to facilitate communication between the other party and the minor child, both by telephone and through the mail; neither parent shall verbally or in any manner harass the other or condone a third party from doing the same.

h. To review together each year and choose a school for AMY to attend;

i. To advise the other parent, in writing, of her physical whereabouts, location and telephone number when the minor child is going to be away from her primary residence for a period in excess of twenty-four (24) hours.

2. <u>Residence</u> - AMY shall reside with the Mother and Father in accordance with the following schedule:

a. <u>With Father</u>:

1. Every other weekend from Friday at 6:00 P.M. to Sunday at 9:00 P.M.; when child

is attending school then to return on Sunday at 8:00 P.M.

ii. Every Tuesday and Thursday from 6:00 P.M. to 9:00 P.M. until school age and during summer months; when child is attending school, then from 5:00 P.M. to 8:00 P.M.

b. With Mother:

i. AMY shall reside with Mother at all other times and the Mother shall be the residential parent on a daily basis, except as herein provided:

ii. The declaration of the Mother as residential parent shall not be construed as giving Mother any greater rights than Father to periods of time or decision making powers regarding AMY.

c. Medical Appointments - Mother and Father agree to share the responsibility for scheduling of medical and dental appointments for AMY. However, the primary obligation to schedule such appointments shall be placed upon the Mother who shall consult with the Father as to his availability to attend and shall attempt to schedule the same so Father may be present, except in cases of grave emergency.

d. Vacation

i. Both Father and Mother shall be allowed at least thirty-five (35) day each calendar year for vacation time with AMY either locally or out of town.

ii. In January of each year, Mother and Father shall give each other their vacation schedule and each parent shall be flexible in arranging each one's vacation to accommodate the other. Each year the parent's shall alternate first pick for selection of vacation schedule.

iii. At the present time Mother has no definite vacation schedule, however, in the event of her subsequent employment, she may have to modify her vacation schedule for the calendar year and therefore shall give Father at least thirty (30) day notice of any change.

e. Major Holiday -

i. The following major holidays are to be alternated each year commencing in 1989 with the parent designated hereafter:

Easter	Mother
Memorial Day	Father
July 4th	Mother
Labor Day	Father
Thanksgiving	Mother

ii. On Father's visitation on the above holiday schedule, he shall pick up AMY the previous day on the holiday at 6:00 P.M. and return her to Mother by no later than 3:00 P.M. on the holiday.

iii. On Mother's visitation on the above holiday schedule, Father shall pick up AMY on the holiday at 3:00 P.M. and return her to Mother on same day by 8:30 P.M.

iv. On the odd numbered years, the following with Mother;

Easter, July 4th and Thanksgiving

with Father;

Memorial Day and Labor Day

v. On the even numbered years the following with Mother;

Memorial Day and Labor Day

with Father;

Easter, July 4th and Thanksgiving

f. Special Holidays

i. Christmas and New Years

(a) Starting with 1989 and then alternating each year thereafter, Father shall have AMY Christmas Eve, December 24 at 9:00 P.M., and overnight and return

to Mother on Christmas Day, December 25 at 5:00 P.M.

(b) Starting 1990, and alternating each year thereafter, Father shall pick up AMY Christmas Eve December 24 at 6:30 P.M. and return her to Mother on the same evening at 9:00 P.M. then on Christmas Day December 25, Father shall pick up AMY at 5:00 P.M. and return her to Mother the following day by 3:00 P.M.

(c) Starting 1990 and alternating each thereafter, AMY shall be with her Mother on New Year's Eve and New Year's Day until 5:00 P.M. Father will have AMY on New Year's Day from 5:00 P.M. to 9:00 P.M.

(d) Starting 1991 and alternating each year thereafter, Father shall pick-up AMY at 6:00 P.M. on New Year's Eve and shall return AMY to her Mother by 5:00 P.M. on New Year's Day.

ii. Halloween and Valentine's Day

(a) In the event Halloween and Valentine's Day does not fall on Father's regular visitation days, he shall be allowed to pick up AMY at 5:00 P.M. and return her by 8:00 P.M. otherwise 6:00 P.M. to 9:00 P.M. if the next day is a non-school day.

(b) In the event Halloween and/or Valentine's Day falls on a weekend, the parent not having AMY on Halloween and/or Valentine's Day shall have her for at least three (3) hours on that day preferably 5:00 P.M. to 8:00 P.M.

g. Father's Day and Mother's Day

i. In the event Father's Day falls on Mother's weekend, parents shall switch weekends during that month. This shall apply if Mother's Day falls on Father's weekend.

ii. Each parent shall be allowed at least two (2) hours for AMY to visit with her grandparents celebrating Mother's and Father's Day.

h. Birthdays

i. AMY's birthday is December 30th. Because AMY's birthday may fall on a working day of each parent, the birthday shall be divided based upon the parents mutual agreement. In the event Father does not work on AMY's birthday, he shall have AMY from 9:00 A.M. to 3:00 P.M. on odd numbered years and from 3:00 P.M. to 9:00 P.M. on even numbered years only if said visitation schedule does not interfer with AMY's school.

ii. AMY shall spend the evening with each parent on each parent's birthday.

iii. In the event Father's birthday falls on weekday, then he may pick up AMY at 6:00 and return her by 9:00 P.M. If Father has day off he may pick up AMY after school. If Father has day off and AMY is not in school, Father will pick up AMY at 9:00 A.M. and return at 8:00 P.M.

iv. In the event either parent's birthday falls on the other's weekend, then parents shall switch weekends.

v. On any of Father's work-day holidays, other than those specified herein, Mother shall ~~attempt to~~ work out a four (4) hour visitation as long as it does not interefere with AMY's schooling or other activities either 1:00 P.M. to 5:00 P.M. or 9:00 A.M. to 1:00 P.M.

i. Preference and Flexibility

i. Holidays, vacations and special visitations shall take precedent over the regular visitation described in a and b above.

ii. Both parents shall be flexible in accomodating each other for any make-up visitation with AMY because of any unforseen circumstance; any make-up visitation shall be attempted by both parties to be made up with 30 days.

4. Dispute Resolution - In the event the parents are unable to resolve any dispute with regard to the minor child and her best interest, they agree to submit the dispute to mediation with a mediator to whom the parties agree. All decisions of the mediator shall be on an advisory basis, and not be binding on the parties. Each of them shall maintain their independent right to petition a court of competent jurisdiction to resolve the dispute, upon proper notice and petition.

5. Continuation of Agreement upon Re-Marriage - In the event of remarriage of either Father or Mother, the parties agree to make known to the new spouse the conditions as set forth herein and they will encourage the new spouse to act in accordance with the expectations set forth in this Joint Parenting Agreement.

6. Review - This Joint Parenting Agreement shall be subject to periodic review by the parties or by a court of competent jurisdiction, upon proper notice and petition by either of the parties.

7. Grandparents - Both maternal and paternal grandparents shall be allowed to visit with AMY.

8. Child's Surname - Neither party shall at any time or for any reason cause AMY to be known or identified or designated by any name other than Sullivan.

APPROVED:

MOTHER

FATHER

JEROME S. LEVIN
LEVIN & ROSEN, LTD
Attorney for Petitioner
4051 Old Orchard Road
Skokie, Illinois 60076
679-5580

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

A. That the bonds of marriage heretofore existing between Petitioner, LINDA S. SULLIVAN, and the Respondent, MARK JEROME SULLIVAN, be, and the same are hereby dissolved pursuant to the Statutes of the State of Illinois, in such case made and provided.

B. That the Property Settlement Agreement and Co-Parenting Agreement, in writing, heretofore made and entered into between the parties hereto under the date of 6 day of June 1989, to which reference is hereinbefore made, settling and disposing of the questions of child custody, support and maintenance, certain property rights of the parties and legal fees and costs, be and the same is hereby, in all respects, approved, confirmed, incorporated, and merged into this Judgment for Dissolution of Marriage; that each and every provision thereof is binding upon each of the parties hereto, and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

C. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing, all the terms

and provisions of the Judgment for Dissolution of Marriage, including all and singular, the terms and provisions of the Property Settlement Agreement and Co-Parenting Agreement made in writing by and between the parties hereto under the date of the 6 day of June 1989, as heretofore set forth and expressly made a part hereof.

ENTER: _____ ENTERED JUN 6 1989 MARTIN C. ASHMAN

JUDGE

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3822145

APPROVED AS TO FORM:

Attorney for Petitioner

Attorney for Respondent

JEROME S. LEVIN
LEVIN & ROSEN, LTD. 05987
4051 Old Orchard Road
Skokie, Illinois 60076
679-5580

1387080
N ID

3822145

IDENTIFIED
NO. 1 22
MOSELEY BROWN
BAR OF TRUSTS

Registrar of Voters Title
CAROL MOSELEY BROWN
1989 JUN -1
Beverly

3822145

Mark Jerome Sullivan
13a Tower Lane
Elk Grove Vlg. Ill.
60007

3822145

I HEREBY CLATIFY THE ABOVE TO BE CORRECT.

DATE 6-9-89

Aurelia Pucinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW