3826451

STATE OF ILLINOIS) COUNTY OF COOK

> IN THE CIRCUIT COURT OF GOOK COUNTY, ILLINOIS COUNTY DEPARTMENT - INDIFFATIC RELATIONS DIVISION

IN RE: THE MARRIAGE	OF)		
BEATRICE L. STRONG,		}		
and O	Petitioner,) NO.	83 n 30	') (
John E. Strong,	•	} {		
C/X	Respondent.)		

JUDGMENT FOR DISSOLUTION OF MARRIAGE

3826451

This cause coming on for hearing an an uncontested matter busing upon a Stipulation and Property Settlement Agreement, both parties being represented by counsel, and the Court finding that it has full and perfect jurisdiction in the premises of the parties bereto, of the subject muttur hereof, and to hear and determine this cause:

And the Court having heard testimony (pion in open Court in support of Petition, a Certificate of which evidence will be filed, and the Court being fully advised in the premises:

FINDS THAT:

1. BEATRICE L. STRONG and JOHN E. STRONG are Husband and Wife and were lawfully morried in the City of Chicago, County of Cook and State of Illinois on September 12, 1959; that Petitioner was domiciled in the County of Cook and State of Illinois at the time this action was commenced and has been so demiciled for more then ninety (90) days immediately and continuently next before the making of this finding.

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- 2. That four (4) children were born to the parties as a result of the marriage, namely: JOHN E. STRONG, born October 15, 1960, deceased during childhood; LINDA J. STRONG, born August 26, 1962, age 20, now emancipated; JAMES E. STRONG, born November 11, 1964, age 18, now emancipated; and, MARIA J. STRONG, born November 11, 1971, age 11. That no children were adopted by the parties hereto; that the Petitioner is not now pregnant.
- occupation, and addresses are as follows:

Petitioner: Beatrice I. Strong

Age:

40

Address:

5401 Janet Court

Ork Porest, Illinois

Occupation:

payroil department, U & R Leavitt

Respondent: John E. Strong

42

Address:

5401 Janet Court

Oak Forest, Ill pois

Occupation: assembler, C & Wilectric

- 4. That the Petitioner, by competent evidence, established that, without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty as charged in the Petition.

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STATE OF ILLINOIS)

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IN THE CIRCUIT COURT OF COOK COUNTY, 111 INOTS COUNTY DEPARTMENT - DOMESTIC RELATIONS BIVISION

IN RE THE MARRIAGE OF			·
BEATRICE L. STRONG,) }		
Petitioner) }		
(u))) No.	83 D	2028
JOHN E. STROPJ.	<i>)</i> }		
Respondent	,	,	٠,

PROPERTY BETTI EMENT AGREEMENT

WITNESSETH

- A. The parties hereto were lawfully mirried on the 12th day of September, 1959, said marriage being registered in the City of Chicago, County of Cook and State of Illinois.
- B. That a Patition for Dissolution of Marriage on the grounds of mental cruelty was filed February 15, 1983, by the Petitional herein and by reference is incorporated herein.
- C. That four (4) children were born to the parties as a result of the marriage, namely: JOHN E. STRONG, born October 15, 1960, deceased during childhood; LIMDA J. STRONG, born August 26, 1962, age 20, now emancipated; JAMES E. STRONG, born November 11, 1964, age 18, now emancipated; and, MARIA J. STRONG, born November 11, 1971, age 11. That no children were adopted by the parties hereto; that the Petitioner is not now pregnant.

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- D. Without any collusion we to any dissolution proceedings between the parties (but without prejudice to any right of action for dissolution of marriage which either may have, the parties hereto consider it to their bent interest to settle between themselves the question of the custody, support and education of the minor child of the parties, and to forever finally and fully settle and adjust the respective rights of property and dower of the porties, and any and all other rights of property or otherwise growing one of the marital or any other relationship now or previously existing between them and which either of them now has or may hereafter have or claim to have against the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of the parties, or in and to the cutate of the other.
- E. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all of the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable considerations as hereinafter not forth, the parties hereto agree as follows:

This Agreement is not one to obtain or stimulate a dissolution of marriage. The Petitioner reserves the right to prosecute her pending action for dissolution and to defend any action which the Respondent may bring. The Respondent reserves

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the right to prosecute any metter for dismalarion and to defend any action which the Patitioner may bring.

I. CHILD CUSTODY, VISITATION AND FAMILY SUPPORT.

- (a) Wife shall have the sole care, costody, control and admention of the minor child, MARIA.
- (b) Husband shall have rights of remountle visitation at remountle times and places. Husband shall provide reasonable notice to Wile respecting visitation in the minimum of 48 hours. Such reasonable visitation shall include alternating holidays, and weekend overnight visitation.
- (c) Husband shall pay as and for child support the sum of \$70.00 per week, effective upon the entry of the Judgment for Dissolution of Marriage. Child support payments shall be made directly to Wife, without intervention of the Circuit Court of Cook County, and said support shall continue until the minor shild achieves majority or graduates high school, whichever is last to occur, or until the child is otherwise emanainated.
- (d) The annual income tax dependency examption for said minor child shall be allocated to the Humband.

II. MEDICAL, DENTAL, OPTICAL AND COLLEGE EXPENSES.

- (a) Humband shall be responsible for all extraordinary excited, dental, optical and orthodontia expenses inquired on behalf of the Bonor child. Humband shall carry basic and major medical insurance on the minor child as provided by his employer.
- (b) Wife shall be responsible for the payment of all ordinary medical and dental expenses incurred on behalf of the minor child.
- (c) Rusband and Wife shall be jointly responsible for contribution to the costs of higher education expenses incurred

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by MARIA STRONG; each shall contribute to the extent that he or she is financially able.

III. INSURANCE.

- (a) Husband shall maintain in full force and effect any existing life insurance policy insuring his life, and shall name the minor child irrevocable beneficiary thereon until the child attanta the age of 22 years.
- existing life shall maintain in full force and effect her existing life securance policy insuring her life, and shall maintain the minor child as irrevocable beneficiary as to one-third (1/3) of the proceeds thereon until the child attains the age of 18 years.

IV. REAL ESTATE.

Husband and Wife are currently owners in doint tenancy of the following parcola of improved real estate:

Lot 71 in Warren J. Peters' Friendly Ocks Subdivision, being a Subdivision of the West 1/2 of the Northwest 1/4 of Section 21, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom that part heretofore dedicates for public highway by document #11113019 according to plat of said subdivision registered in the Office of the Registrar of Titles of Cook County, April 12, 1957 as Document 1732808.

commonly known as '5401 Janet Court, Oak Forest, Illinois

and

Lot No. 8 of the Kiella Plat as recorded in the Office of the Registrar of Deeds of Valley Township, Allegan County, Michigan, being in the North 1/2 of the Northwest 1/4 of Section 23, Town 2 North, Range 14 West.

Upon the entry of the Judgment for Dissolution of Marriage, Wife shall quit claim to Husband all her right, title and interest in and to the real entate located in Allegan County, Michigan, and legally described above.

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Husband shall quit claim to Wife all his right, title and interest in and to the property located at 5401 Janet, Oak Forest, Illinois. Wife shall be solely responsible for the payment of any outstanding martgage balance due on the Janet property, general real estate taxes and insurance premiums. Life shall indemnify and hold Husband harmless for any payments due thereon.

V. PERSONAL PROPERTY.

- (a) Wife shall have as her sole and separate property the 1980 chrysler Cordoba, and shall be solely responsible for the payment or any balance owed on said automobile, indemnifying and holding Hushand harmless thereon. Husband shall have as his sole and separate property the 1977 International Harvester truck, which is free of lien.
- (b) Husband shall retain as his sole and separate property his clothing, personal effects, invelvy, momentoes and the like. Wife shall retain as her sole and separate property her clothing, personal effects, jewelry, momentoes and the like.
- (c) The Hobie Cat located on the Michigan property shall belong exclusively to Husband.
- (d) Husband shall receive the following items as nis sole and separate property:
 - (i) two (2) antique clocks;
 - (ii) horse collection case;
 - (iii) living room set;
 - (iv) television in hedroom,

all of the foregoing located in the former marital residence.

All other items of furniture and furnishings remaining in the former marital residence shall be the sole and exclusive property of Wife.

V. PERSONAL PROPERTY.

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VI. DEBTS AND TAX REFUNDS.

- (a) Each party shall be solely responsible for the balances owing on his or her respective Visa and Saura necounts.
- (b) Each of the parties shall be responsible for his or her own debts as of the date of entry of the Judgment for Dissolution of Marriage, and shall hold the other harmless thereon for any artorney's fees, unit couts and the like that may result by virtue of non-payment of same.
- (c) In the event that joint federal and state income tax returns for 1983 are Elled by the parties and a tax refund or refunds are obtained, parties agree to livide any tax refund equally.

VII. PENSION, PROFIT SHARING AND CREDIT UNYON.

- (a) Wife hereby waive any right, title and interest she may have in and to Humband's retirement fund maintained through her employer. Hoseband hereby waives any right, title and interest he may have in and to Wife's profit sharing/pension maintained at her place of employment.
- (b) Husband waives his rights in and co pny funds standing in Wife's name in her credit union account.

VIII. HAINTENANCE.

Wife hereby waives her right to maintenance, formerly known as alimony, from Husband, past, present and future; Husband hereby waives his right to maintenance, formerly known as alimony, from Wife, past, present and turned.

IX. ATTORNEY'S PEES.

Sach party will be responsible for the payment of their respective attorney's fees.

Each of the parties 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

VIV. DORTS AND TAX FERRINGS

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his or her respective interest in any property, rest or personal, here came to the other, the intention being their the property provided for in the Agraement shall constitute a complete adjustment of the property rip of the parties herein.

Except as otherwise provided, each of the particle hereto does herety forever reliaquish, waive and quit claim to the other party thereto all rights of dower and homestead and all property rights which he or she not has or say bereafter have as Bunband, Wife, Widower, Widow or otherwise, by reason of the marital relationship now existing between the particul housto under any present or future law of any state of the United States of America or of any other country, in or to or against the property of the other party, or his or her estate, whether now award or hereafter acquired by such after party, and each of the parties careto further covenants and agrees for him of the result and his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of the rights reliagationed under this paragraph.

In the event either party hereto at any time intreafter obtains a dissolution of marriage in the cause presently pending between them, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment, wither directly or indirectly by reference, but in no event shall this Agreement be effective for of any validity unless a Judgment for Dissolution of Marriage between the partium is entered in the pending proceeding brought by the Patitioner and referred to hereinbefore.

This instrument contains the entire Agreement made by and between the parties hereto, has been examined by each of the said parties appliced by counsel of his or her respective choice, and to helieved by him and here to be fair, just and equitable with respect to each of them.

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All of the terms and provisions of this Agreement shall be incorporated into any Judgment for Dissolution of Marriage between the parties, and this Agreement shall become effective upon the entry of a Judgment for Dissolution of Marriage between the parties by a Court of competent jurisdiction.

This Agreement shall inure to the banefit and be binding upon the heirs, executors, administrators, essigns, devisees and grantees of the parties hereto.

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

BEATRICE L. STRONG, Petitioner

JOHN E. STRONG, Respondert

C/OPTS OFFICE

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Serry Or Collnin Clerks ing all interest after the alternative constant at beals the day and year direct above writion.

IT IS THEREFORE, on consideration, ordered, adjudged and decreed as follows:

- A. That the marriage of the parties, HEATRICE L. STRONG and JOHN E. STRONG, be dissolved, and the same is hereby dissolved accordingly.
- B. That the Property Suttlement Agreement entered into by and between the parties and approved by this Court is hereby incorporated into and made part and parcel of the Judgment for Dissolution of Marriage, whereupon the parties are ordered to conduct themselves in furtherance of and in accordance with the terms and provisions of this antice Judgment for Dissolution of Marriage, including the Agreement incorporated herein and bereaf.
- C. Patitioner shall have the sole care, custody, control and education of the minor child of the parties. Respondent shall have remanable, but liberal, rights of visitation with the minor child upon reasonable notice to Patitioner. Respondent shall pay the sum of Seventy Dollars (\$70.00) per week is and for child support to Patitioner. Child support payments shall be made directly to Patitioner without intervention of the Circuit Court of Cook County.
- D. That each of the parties hereto will promptly, upon detuning by the other party, execute and deliver to the other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.
- E. Any right, claim, domind or interest of the parties in and to maintenance for themselves, whether past, present or future and in and to the property of the other, whether real, personal and mixed, of whatsoever kind in nature and wheresoever situated, including but not limited by homestood, succession and inheritance,

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL. HEHERY CERTIFY THE ABOVE TO BE CORRECT.

THIS DRDER IS THE COMMAND OF THE CIRCUIT