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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DIVISION OF THE CIRCUIT COURT  
MORGAN M. FINLEY

IN RE. THE MARRIAGE OF )

MERLE A. WAGLEY, )

Petitioner, )

and )

HARVEY F. WAGLEY, )

Respondent. )

OCT 10 1978  
JUDGE LOUIS J. HYDE  
DEPUTY CLERK

NO. 78 D 22847

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition for Dissolu-  
tion of Marriage of the Petitioner, MERLE A. WAGLEY, and Response of  
the Respondent, HARVEY F. WAGLEY, the Petitioner, MERLE A. WAGLE  
appearing by FRIEDMAN & SOLBER, LTD., her attorneys, and the  
Respondent, HARVEY F. WAGLEY, appearing by KALCHEIM & KALCHEIM  
LTD., his attorneys, the Court having jurisdiction of the parties and  
subject matter, FINDS:

1. That at the commencement of the within action, the parties were domiciled in the State of Illinois and has maintained said domicile for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.
2. That the parties were lawfully married on April 23, 1966, and that said marriage was registered at Cook County, Illinois.
3. That two (2) children were born to the parties as the issue of the marriage, namely, HARVEY WILLIAM WAGLEY, presently eleven (11) years of age, having been born on January 28, 1967; and EILEEN WAGLEY, presently nine (9) years of age, having been born on May 12,

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1969; that no children were adopted by the parties.

4. That the Respondent, HARVEY F. WAGLEY, has, without fault or provocation by the Petitioner, MERLE A. WAGLEY, been guilty of mental cruelty as charged in the Petition for Dissolution of Marriage.

5. That the Petitioner, MERLE A. WAGLEY, aided materially in the accumulation of the marital property by her contribution as homemaker and to the family unit, and her participation is recognized in the fair and just division of the marital property in just proportions.

6. That the interest of the Petitioner, MERLE A. WAGLEY, as the non-titleholding spouse, in and to the marital property of the parties is a species of common ownership which vested at the time of the commencement of the action under Section 41 of the Illinois Marriage and Dissolution of Marriage Act.

7. That the parties have entered into a Marital Settlement Agreement respecting their respective rights; that said Marital Settlement Agreement has been received in evidence and has been approved by the parties as being a fair, just, reasonable, equitable and satisfactory resolution of the matters contained therein; that the Court has considered and approved the terms and provisions for custody, child support, maintenance, and the disposition of property and finds that same is a conscionable agreement; that the parties are desirous to incorporate said Marital Settlement Agreement within this Judgment for Dissolution of Marriage; that said Marital Settlement Agreement is as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 25th day of September, 1978, at Chicago, Illinois, by and between MERLE A. WAGLEY, (hereinafter referred to as "MERLE") and HARVEY F. WAGLEY (hereinafter referred to as "HARVEY"), both of the County of Cook and State of Illinois.

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

The parties were lawfully married on April 23, 1966, and said marriage was registered at Cook County, Illinois.

Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated and have lived separate and apart from each other.

Two (2) children were born to the parties as a result of this marriage, namely: HARVEY WILLIAM WAGLEY, who was born on January 28, 1967 and is now 11 years old, and EILEEN WAGLEY, who was born on May 12, 1969, and is now 9 years old.

That there is presently pending and undetermined an action to dissolve the parties' marriage in the Circuit Court of Cook County, Illinois, under Cause Number 78            The case is entitled: "IN RE THE MARRIAGE OF MERLE A. WAGLEY and HARVEY F. WAGLEY."

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 maintenance and support of the parties, the questions of custody, support, maintenance, medical and related needs and the education of the children 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 of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description which either of them 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.

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MERLE has employed and has had the benefit of the counsel of the ALBERT BROOKS FRIEDMAN of FRIEDMAN & SOLBER, LTD., as her attorneys. HARVEY has employed and has had the benefit of the counsel of MICHAEL KALCHEIM of KALCHEIM & KALCHEIM, LTD., as his attorneys. Each of the parties has had the benefit of the advice, investigation, and recommendations of their respective counsel with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed as to 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 and several promises and undertakings contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I  
RIGHT OF ACTION

1. This Agreement is not one to obtain or stimulate a dissolution of marriage.
2. MERLE reserves the right to prosecute the proceedings for dissolution of marriage and to defend any action for dissolution of marriage commenced by HARVEY. HARVEY reserves the right to initiate and prosecute proceedings for dissolution of marriage and to defend any action for dissolution of marriage initiated by MERLE.

ARTICLE II  
CHILD CUSTODY AND VISITATION

1. It is acknowledged that both parties are fit and proper parents to have the care, custody, control and education of the minor children of the parties. It is understood and agreed that the care and custody of the parties' minor children be formally awarded to MERLE in any Judgment for Dissolution of Marriage that may hereafter be awarded the parties by a Court of competent jurisdiction.
2. It is further understood and agreed upon by and between the parties hereto, that neither party shall remove the minor children from the Chicago and surrounding suburban area, except for trips during vacations, without the written consent of the other party or permission of the Court.

3832609

3. That HARVEY shall have broad, liberal and reasonable rights of visitation and privileges with the minor children of the parties, as provided for in Schedule "A", attached hereto and made a part hereof.

ARTICLE III

UNALLOCATED PERIODIC PAYMENTS IN LIEU OF SPOUSAL MAINTENANCE AND SUPPORT OF CHILDREN

1. As and for a lump sum settlement in lieu of any and all rights, claims, and demands by either party against the other for spousal maintenance, and as and for child support for the minor children of the parties, unallocated, HARVEY shall make periodic payments to MERLE, and she shall accept same as periodic payments in accordance with the following terms, provisions, and conditions:

(a) HARVEY shall pay to MERLE the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) on October 1, 1978.

(b) HARVEY shall pay to MERLE the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month commencing on November 1, 1978, and continuing in like manner on the first day of each month thereafter, subject to the following:

Death or Emancipation of Children

I. Upon either the death or emancipation of HARVEY WILLIAM WAGLEY ("emancipation" being defined hereafter), the amount of the monthly periodic payments then established shall be reduced by thirty-three and one-third percent (33 1/3%).

II. In the event the death of EILEEN WAGLEY, prior to her emancipation, the amount of the monthly periodic payment then established shall be reduced by thirty-three and one-third percent (33 1/3%) provided, however, that in such event HARVEY'S obligation to make the periodic payments hereunder shall be reduced on May 31, 1987, and he shall thereafter pay the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per month through April 1, 1990. *maw*

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iii. Upon the emancipation of EILEEN, HARVEY'S obligation to make periodic payments shall be reduced and he shall thereafter pay the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) through April 1, 1980; provided, however, thereafter any and all of the periodic payments shall cease and terminate, and HARVEY shall be released and discharged from any further obligation to make any periodic payments to MERLE.

Remarriage of MERLE - Death of MERLE or HARVEY

iv. Upon the remarriage of MERLE or upon the death of MERLE or HARVEY, any and all of the aforesaid periodic payments due hereunder shall abate and terminate, and HARVEY shall be absolutely released and discharged from the obligation to make payment thereof.

Basis of Payments

v. It is understood and agreed upon by and between the parties that the aforesaid is based upon HARVEY'S represented gross income of between approximately FIFTY FIVE THOUSAND (\$55,000.00) and SEVENTY THOUSAND DOLLARS (\$70,000.00) per year and MERLE'S not being employed but being a certified elementary school teacher and contemplating working full-time. MERLE'S employment shall not be considered a material change in circumstances for HARVEY filing a petition to lower the aforesaid periodic payments. In the event HARVEY'S gross income is reduced or increased to the extent that same could be deemed a substantial and material change in circumstances to warrant a reduction or increase in the amount of said periodic payments, then HARVEY or MERLE shall have the right to petition a Court of competent jurisdiction for reduction or increase in the amount of said periodic payment and it is understood and agreed that any Judgment of Dissolution of Marriage, hereafter entered shall contain a finding that a Court of competent jurisdiction shall have the jurisdiction to do so.

3832609

iii. Upon the emancipation of EILEEN, HARVEY'S obligation to make periodic payments shall be reduced and he shall thereafter pay the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) through April 1, 1980; provided, however, thereafter any and all of the periodic payments shall cease and terminate, and HARVEY shall be released and discharged from any further obligation to make any periodic payments to MERLE.

Remarriage of MERLE - Death of MERLE or HARVEY

v. Upon the remarriage of MERLE or upon the death of MERLE or HARVEY, any and all of the aforesaid periodic payments due hereunder shall abate and terminate, and HARVEY shall be absolutely released and discharged from the obligation to make payment thereof.

Basis of Payments

v. It is understood and agreed upon by and between the parties that the aforesaid is based upon HARVEY'S represented gross income of between approximately FIFTY FIVE THOUSAND (\$55,000.00) and SEVENTY THOUSAND DOLLARS (\$70,000.00) per year and MERLE'S not being employed but being a certified elementary school teacher and contemplating working full-time. MERLE'S employment shall not be considered a material change in circumstances for HARVEY filing a petition to lower the aforesaid periodic payments. In the event HARVEY'S gross income is reduced or increased to the extent that same could be deemed a substantial and material change in circumstances to warrant a reduction or increase in the amount of said periodic payments, then HARVEY or MERLE shall have the right to petition a Court of competent jurisdiction for reduction or increase in the amount of said periodic payment and it is understood and agreed that any Judgment of Dissolution of Marriage, hereafter entered shall contain a finding that a Court of competent jurisdiction shall have the jurisdiction to do so.

3832609



3. The parties acknowledge and agree that the amount of the periodic payments which HARVEY is obligated to make to MERLE under this ARTICLE III has been arrived at and agreed upon by them in light of existing federal statutory and case law, rules and regulations, including Commissioner v. Lester, 386 U. S. 299 (1961), Revenue Ruling 62-53 more particularly Salapatas v. Cir., 440 F. 2d 79 (1971), and Revenue Ruling 72-133, including 26 C.F.R. Section 1.71, 1 (d) (3) (i), and Section 62(13), 71, and 215 of the Internal Revenue Code. It is understood and agreed by and between the parties that HARVEY shall be solely entitled to claim the minor children as his "dependent exemptions" for Federal and State income tax purposes for the calendar year 1978. Accordingly, it is further agreed, contemplated and understood by the parties that all of the payments to be made by HARVEY to MERLE hereunder are periodic payments in discharge of a legal obligation which, because of the family or marital relationship are imposed upon or incurred by HARVEY under a written instrument incident to a dissolution of marriage, within the meaning and intention of Section 62(13), 71 and 215 of the Federal Internal Revenue Code, which make such payments includable in MERLE'S gross income in the year received, and deductible from HARVEY'S gross income in the year paid, in the determination of the parties' respective income tax liability.

4. The parties agree that in the event there shall henceforth be a change in the applicable tax laws, controlling case law, or relevant rules and regulations, having such effect that such periodic payments will become partially or wholly non-deductible by HARVEY and not taxable to MERLE, then the parties agree to make such modification in the nature and the amount of such payments as may be necessary to effectuate their original intention as expressed herein, namely that such payments will be includible in MERLE'S gross income and deductible from HARVEY'S gross income.

5. The parties agree, commencing the calendar year 1979, that so long as the periodic payments hereunder are to be includable in MERLE'S gross income and deductible from HARVEY'S gross income, MERLE shall be solely entitled to claim each of the parties' children as "dependent-exemptions" for Federal and

3832609

State income tax purposes. Otherwise, HARVEY, shall be solely entitled to claim said children as his dependents for Federal and State income tax purposes. It is further acknowledged and agreed that MERLE shall claim each child as a "dependent-exemption" for the calendar year in which said child graduates from high school. However, for the calendar year following a child's high school graduation, and each year thereafter HARVEY shall be entitled to claim such child as a "dependent-exemption" for income tax purposes provided that during such calendar year HARVEY has provided such child with support for college educational purposes as more fully set forth in ARTICLE V of this Agreement.

6. MERLE acknowledges that from her individual assets and income, including periodic payments to be paid her by HARVEY as hereinabove provided, she will have sufficient financial ability to fully provide all of the ordinary and necessary support required by the parties' minor children during their minority. Accordingly, MERLE agrees that hereafter she will not seek to impose any obligation on the part of HARVEY to contribute to the support of the parties' minor children, except for extraordinary medical, dental and educational expenses as hereinafter provided, so long as HARVEY shall make timely payments of the periodic amounts hereinabove set forth. Except as otherwise provided in this Agreement, and to the fullest extent permitted by law, MERLE does hereby fully assume any present or future obligation to pay any sum or sums for the care, comfort and support of the parties' children under the laws of the State of Illinois or any other jurisdiction.

7. MERLE further agrees that during her lifetime, except for the children's extraordinary medical, dental and educational expenses, she will indemnify and hold HARVEY safe and harmless from any future liability on account of the payment of child support expenses on behalf of said children whether at the request of MERLE, upon the sole initiative of any court of competent jurisdiction, or said dependent child, or by reason of any third party action or proceedings by a duly appointed guardian ad litem or one standing in loco parentis to said child. Notwithstanding this indemnification agreement between the parties, MERLE further agrees that in the event HARVEY is henceforth legally compelled to pay to MERLE or others, amounts in the nature of child support during the effective period of time provided in ARTICLE III of this Agreement, then MERLE shall reimburse HARVEY an amount equal to the sum or sums paid by him, and such reimbursement to HARVEY shall be made in the form of a corresponding reduction of the amount of the periodic payments to HARVEY as hereinabove provided in ARTICLE III.

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ARTICLE IV

CHILD SUPPORT

1. In the event of MERLE'S remarriage, HARVEY shall pay to MERLE as and for child support the sum of NINE HUNDRED DOLLARS (\$900.00) per month (\$450.00 per month, per child).

2. It is understood and agreed by and between the parties that in the event of MERLE'S remarriage, the assumption of liability and indemnification provisions by MERLE in connection with the children's support, as provided in ARTICLE IV, paragraphs 6 and 7 shall no longer be applicable.

ARTICLE V

DEFINITION OF EMANCIPATION

1. Emancipation events whenever referred to in this marital settlement agreement, are hereby defined as follows:

- (a) The marriage of a child;
- (b) The last to occur of the 18th birthday of a child or the month following a child's graduation from high school;
- (c) When a child is not permanently residing with MERLE or has obtained separate living quarters or is residing with HARVEY;
- (d) Full emancipation in any other manner, but excluding as a measure thereof part-time or summer-time employment.

ARTICLE VI

COLLEGE EDUCATION

1. HARVEY will provide his children with the financial assistance necessary to enable them to pursue a four-year undergraduate college course. College expenses shall include tuition, board and room at school, costs of books laboratory fees, allowances, reasonable transportation between college and home and other reasonable expenses incident to said college education.

2. HARVEY shall not be obliged to provide a college education for a child unless said child exhibits an aptitude for advanced education, and also that the expenses involved are within HARVEY'S financial capability.

3. The decisions effecting the education of the children, including the choice of college, shall be made jointly by the parties and shall consider the expressed preference of the child, provided, however, that neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

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4. Anything to the contrary herein notwithstanding, HARVEY will not be obliged to pay for the undergraduate college education of any child unless said child commences his or her undergraduate college education within the same year of his or her graduation from high school. In the event of illness of a child, the time so involved which delays pursuit of said college undergraduate education will not be counted herein.

## ARTICLE VII

### EXTRAORDINARY MEDICAL BENEFITS FOR CHILDREN AND MERLE

1. HARVEY shall pay for the extraordinary medical, dental, and orthodontic care of the children of the parties hereto. The term "extraordinary" as used in this Article shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like.

2. In the event of serious illness of a child or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, MERLE shall consult HARVEY before incurring expenses in any of said connections. It is understood by both parties that MERLE'S obligation to consult with HARVEY shall not apply in cases of grave emergency where the life of a child might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, even after said expense is incurred.

3. It is understood that HARVEY shall maintain in full force and effect major medical and basic hospitalization coverage for the children of the parties through their completion or termination of their college education, and HARVEY shall provide MERLE with proper identification thereunder.

4. It is understood and agreed by the parties that MERLE shall be solely responsible for her own medical, dental, optical and hospital expenses.

3832609

ARTICLE VIII

SECURITY FOR SETTLEMENT IN LIEU OF MAINTENANCE AND SUPPORT  
OF CHILDREN - PERIODIC PAYMENTS - COLLEGE EDUCATION EXPENSES

1. In order to secure the periodic payments for MERLE and the two children of the parties as provided for in ARTICLE III hereof and the obligation for college education expenses as provided for in ARTICLE V hereof, in the event of his death, HARVEY shall maintain in full force and effect that life insurance available through subsequent employment and that personal life insurance, and designate as beneficiary a trustee with authorization and directions to make those periodic payments due to MERLE pursuant to the existing periodic payments as provided for herein; that any unused monies shall be distributed to the child at age 21, but if the unused monies then total more than TWENTY THOUSAND DOLLARS (\$20,000), then the balance remaining shall be distributed as follows: One-third (1/3) at the attained age of 21; one-third (1/3) at attained age of 24; and the balance at attained age of 28. If the child does not attain any of the distribution ages, the balance, if any, shall be distributed as directed in HARVEY'S will or in the absence thereof, to the HARVEY'S estate. That upon the child completing his or her college education or reaching age 24, whichever shall first occur, HARVEY shall no longer be required to maintain said insurance coverage as required hereunder.

ARTICLE IX

SETTLEMENT IN THE DIVISION OF MARITAL PROPERTY

As and for a settlement in the division of the marital property of the parties, the parties shall upon the entry of any Judgment for Dissolution of Marriage between the parties, make those transfers, assignments and payments in accordance with the terms and provisions as follows:

1. That HARVEY shall transfer and convey to MERLE by quit claim deed all of his right, title and interest in and to the premises commonly known as 360 Florian, Des Plaines, Illinois, and legally described on Schedule "B" attached hereto; thereafter MERLE shall assume, pay and be solely responsible for the existing mortgage, and hereby indemnifies, saves and holds HARVEY harmless for any loss, cost, expense or liability he is forced to incur in said connection.

3832609

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That HARVEY shall execute and deliver to MERLE an assignment of the tax escrow and homeowner insurance regarding said premises.

2. That MERLE shall retain as her sole and exclusive property the furniture, furnishings and household accessories located at 360 Florian, Des Plaines, Illinois, with the exception of those items as reflected on Schedule "C" attached hereto which shall remain the sole and exclusive property of HARVEY.

3. That MERLE shall retain the certificate of title to a certain 1974 Oldsmobile that she is currently driving and shall be entitled to the sole use of said vehicle free of any liens or encumbrances and in addition thereto HARVEY shall give her the sum of SEVEN THOUSAND DOLLARS (\$7,000.00) as and for his total obligation for her purchase of a new automobile for the use of herself and the minor children of the parties.

4. Upon the entry of any Judgment of Dissolution of Marriage, HARVEY shall equally divide Certificate No. 182 - 8% Capital Debenture and Certificate No. 231 - 10% Capital Debenture - William E. Rooney at the approximate value of \$40,000.00.

5. HARVEY shall retain as his sole and exclusive property and that MERLE shall execute and deliver to HARVEY certain assignments reflecting her transfer, conveyance, and assignment to HARVEY of the following:

First Bank of Romeoville Savings Account No. 06263808 Approximate value:	3,000.00
Certificate of Deposit at the First Bank of Romeoville, Account No. 1868 Approximate value:	20,000.00
300 Shares Common Stock in the First Bank of Romeoville, Certificate No. 16 Approximate value:	7,750.00
Savings Account at Continental Illinois Bank, Account No. 03-081682 Approximate value:	9,000.00
Promissory Note Regarding Loan to Dave Newell Approximate amount:	6,000.00
Common Stock in La Salle Bindery Approximate value:	12,000.00
Lot at Schuss Mountain, Inc., Michigan, Lot No. 30, Heidelberg Township of Custer, Antrim County, Michigan.	

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That it is understood and agreed upon by and between the parties that the aforesaid transactions represent an approximate equal division between the parties of the marital property.

## ARTICLE X

### ASSIGNMENT OF NON-MARITAL PROPERTY

It is understood and agreed by and between the parties that HARVEY'S one-sixth interest in the property commonly known as 619 South La Salle Street, Chicago, Illinois, is non-marital property and pursuant to the statute, shall be assigned to HARVEY and the parties hereby acknowledge same.

## ARTICLE XI

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 possession or under his or her respective control upon the date of this Agreement, including in said property all choses of action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

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 property (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.

3. MUTUAL AND GENERAL RELEASES: 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, 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

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by the other 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, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this Paragraph 3, Article XI; 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 extinguishment 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 right of either party under this Agreement.

4. ACKNOWLEDGMENT 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 by his or her respective legal counsel, and that such legal counsel have participated in the drafting of this Agreement. The instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other.

5. ATTORNEYS' FEES: HARVEY shall be responsible for his own attorney's fees to KALCHEIM & KALCHEIM, LTD. in an amount to be agreed upon by the parties; MERLE shall be responsible for her own attorney's fees in the amount of \$10,000.00 to FRIEDMAN & SOLBER, LTD. Said amounts to be due and payable upon the entry of a Judgment of Dissolution of Marriage, if one be entered herein.

6. INCLUSION OF AGREEMENT IN JUDGMENT: In the event either party hereto at any time hereafter obtains a dissolution of the marriage, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference.

3832609

7. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

ARTICLE XII  
BILLS AND CREDIT

1. HARVEY shall be responsible for the family bills incurred up to the date of this agreement not to exceed \$3,400.00 pursuant to a list drawn by counsel on September 21, 1978 and shall hold MERLE harmless thereon.

2. MERLE hereby agrees to surrender and turn over to HARVEY all outstanding credit cards and charge plates which have heretofore been provided by HARVEY for her use. HARVEY agrees that he will assist MERLE in securing suitable credit privileges, ~~underwriting charges made by MERLE if necessary;~~ *APW* and MERLE agrees that she shall be solely responsible for any charges hereafter incurred by her and she shall indemnify and save HARVEY harmless from any liability therefor; and in the event that HARVEY shall be required to pay any such charges on behalf of MERLE, MERLE shall promptly reimburse HARVEY for any such liabilities so incurred by HARVEY. In the event that MERLE shall fail or refuse to reimburse HARVEY as above provided, HARVEY shall have the ongoing right to deduct all such sums paid by him on MERLE'S account from future support amounts due MERLE hereunder.

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

*Merle Ann Wagley* (SEAL)  
MERLE A. WAGLEY  
*Harvey F. Wagley* (SEAL)  
HARVEY F. WAGLEY

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SCHEDULE "A"

That the Husband shall have broad, liberal and reasonable rights of visitation and privileges with the minor children of the parties as follows:

- A. On one weekday during the week from 6:00 P.M. to 9:00 P.M.; that the Husband is presently exercising this weekday visitation on Tuesday, and shall continue in this regard, provided however, in the event he desires to alter this weekday evening visitation, he shall give the Wife reasonable prior notification, and the Wife shall cooperate in the event the children do not have school or extra-curricular activity plans.
- B. On Saturdays from 11:00 A.M. to 9:00 P.M.
- C. On alternate legal holidays from 9:00 A.M. to 9:00 P.M., to-wit:

ODD NUMBERED YEARS

EVEN NUMBERED YEARS

New Years Day  
 Good Friday  
 Independence Day  
 Thanksgiving Day  
 Christmas Day from  
 3:00 P.M. to 7:30 P.M.

Memorial Day  
 Labor Day  
 Friday of Thanksgiving Weekend  
 Christmas Eve (overnight)  
 Christmas Day until noon

- D. On the Husband's birthday and on the children's birthday for reasonable time.
- E. Overnight visitation on certain weekends from Friday evening to Sunday evening, and during the Easter, Christmas and summer vacation periods from school to be agreed upon by the parties, or, in the event the parties are unable to agree, to be determined by a court of competent jurisdiction.
- F. At such other times as the parties may mutually agree upon.

3832609

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## SCHEDULE "B"

Lot Twenty Eight (28) in Pleasant Manor Estates Unit No. 1, being a Subdivision of that part lying North of the North Line of Algonquin Road of the West 5.26 chains of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 24, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on March 25, 1960, as Document Number 1914335, in Cook County, Illinois.

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## SCHEDULE "C"

One Shotgun (Mosberg)

One Shotgun (Remington)

One Winchester 22

One Colt 44

Miscellaneous Tools

Miscellaneous personal property presently in the garage

Property of Cook County Clerk's Office

3832609

78D93 1959

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the Petitioner, MERLE A. WAGLEY's, Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every proviso therein shall be binding upon the parties as an order of Court; that each of the parties shall comply with said provisos and shall execute all necessary documents to effectuate said provisos.

C. That the Court retains jurisdiction of the parties and of subject matter until this Judgment shall be fully satisfied.

ENTERED

*[Handwritten Signature]*  
JUDGE

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Attorney for Petitioner

*[Handwritten Signature]*  
\_\_\_\_\_  
Respondent

*[Handwritten Signature]*  
\_\_\_\_\_  
Attorney for Respondent

3832609

78093 1960

UNOFFICIAL COPY

Property of Cook County Clerk's Office

12/15/89  
CN

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 1-29-89

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

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

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