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Judgment of Dissolution. This order is final.  
All issues in controversy have been resolved.

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

ENTERED

IN RE: THE MARRIAGE OF  
SHARON F. AMOS,  
  
Plaintiff,  
  
and  
  
DONALD E. AMOS,  
  
Defendant.

*[Signature]*  
No. 87 D 7490

19 1988  
RICHARD KELLY

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE HAVING COME on for hearing on the Petition for Dissolution of Marriage of the Plaintiff, SHARON F. AMOS, this cause heard on the stipulation of the parties that it be heard as an uncontested matter; and the Plaintiff being present in his own proper person and being represented by his counsel, JULIUS M. LEHRER, and the Defendant, DONALD E. AMOS, not being present but being represented pro se, being himself a duly licensed attorney, and the Court considering all the evidence and being fully advised in the premises, DOES FIND:

- A. That this Court has jurisdiction of the parties hereto and the subject matter hereof;
- B. That the Plaintiff has been a resident and domicile of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a residence and domicile in the State of Illinois for ninety (90) days next preceding the making of the findings herein;
- C. That the parties were lawfully married on April 21, 1979, and said marriage was registered in Chicago, Cook County, Illinois;

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D. Three children were born to the parties, namely, SHARNELA AMOS, born October 5, 1979, and LAUREN AMOS, born August 17, 1981; and AMBER AMOS, BORN December 6, 1986; no children were adopted by the parties, and the Defendant is not now pregnant.

E. That the Defendant, without cause or provocation by Plaintiff, has been guilty of mental cruelty within the meaning and purview of Paragraph (2), Section 401, of the Illinois Marriage and Dissolution of Marriage Act;

F. That Plaintiff has proved the allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein;

G. That the parties hereto have entered into a Marital Settlement Agreement dated May 25, 1988, and a Modification and Waiver thereof of Paragraph 10 concerning the waiver of maintenance of the Defendant, child custody support and maintenance, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; with the modification thereof, and it is in words and figures as follows:

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

IN RE THE MARRIAGE OF )

SHARON F. AMOS, )

Plaintiff, )

and )

DONALD E. AMOS, )

Defendant. )

NO. 87 D 7490

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of May, 1988, by and between SHARON F. AMOS, hereinafter referred to as "Wife" or "Mother", and DONALD E. AMOS, hereinafter referred to as "Husband" or "Father."

A. The parties are husband and wife, between whom differences and disputes have arisen; and

B. The parties are now and have been estranged from each other and are not now living together as husband and wife, and are without any expectation of reconciliation; and

C. The wife has instituted a marital action against the husband in the Circuit Court of Cook County, Illinois, being case number 87 D 7490; and

D. There were three children born as a result of this marriage, namely: SHARNELE AMOS, born October 5, 1979, now 8 years of age; LAUREN AMOS, born August 17, 1981, now six years of age; and AMBER, born December 11, 1986, now approximately ten months of age; no children were adopted by the parties and the Wife is not now

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pregnant; and

E. The parties, without any collusion as to said proceedings, hereby consider it in their best interest to settle between themselves now and forever their respective rights of property, dower rights, rights of maintenance (formerly known as alimony), and support, and any and all other rights of property and otherwise growing out of the marital relationship existing between them and which either of them now has, or may hereafter have or claim to have against the other, and all rights of any kind, nature and description which either of them now has or may hereafter have or claim to have, in and to any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them; and

F. Wife is represented by Julius M. Lehrer, and Husband is a duly licensed attorney and is representing himself, and each party, therefore, has had the benefit of the advice and consultation of her counsel and Husband's expertise herein; and

G. The parties herein between themselves have negotiated the provisions of this agreement and they are conversant with the wealth, income and property of the other, and are fully advised as to their rights in relation thereto;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

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1. This Agreement is one to obtain a dissolution of marriage.

2. Husband and Wife agree that Wife is a fit and proper person to have the care, custody, control and education of the minor children of the parties, subject to reasonable visitation by Husband.

3. Wife shall advise Husband of any serious illness or injury suffered by the minor children as soon as possible after learning of same; Wife shall direct all doctors involved in the care and treatment of the children to give Husband all information regarding any illness or injury if Husband requests same.

4. Husband shall pay to Wife, as and for the support of the minor children, a sum equal to thirty-two percent (32%) of his net income per year, payable in monthly installments with a minimum payment of \$750.00 per month based upon his present represented earnings. "Net income" is to be defined as the total from all sources minus the deductions set forth in Section 505 of the Illinois Marriage and Dissolution of Marriage Act. The above payments shall be paid directly to the Wife and not to the Clerk of the Circuit Court of Cook County, Illinois.

5. Husband shall have the child, AMBER, as a dependent for Federal and State Income Tax purposes; and Wife shall have the other two minor children, LAUREN and SHARNELLE, as dependents

for Federal and State Income Tax purposes, and shall take the exemption for Federal and State Income Tax purposes.

6. Husband shall provide for the hospital, surgical, optical and orthodontial care and for all the medical and dental care of the minor children of the parties. The term "all medical and dental care" shall include routine checkups, minor ailments, drug supplies, dental prophylaxis and the like. It is presumed that the Husband's medical coverage will pay these costs or reimburse him, otherwise all non-covered costs will be paid equally by the parties. In the event of serious illness of any of the minor children of the parties, or the need for hospital, surgical, optical or orthodontial or extraordinary medical or dental care, Wife shall consult Husband before incurring expenses in any of those connections. It is understood by both parties that Wife's obligation to consult Husband before incurring expenses in any of those connections shall not apply to cases of emergency where the child's life or health might be imperiled by delay.

7. Husband's obligation with respect to the minor children of the parties shall terminate when the children attain full emancipation as defined in this agreement.

8. Husband, at his sole expense or through his employer, shall obtain and maintain in full force and effect while he has

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an obligation to pay allowances for the minor children of the parties, a major medical and hospitalization insurance policy covering possible major medical needs of the children. Husband shall obtain and deposit with Wife a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder. When and if available through Husband's employment, Husband will obtain a dental policy to cover the children. Husband will provide Wife with current identification cards in order to enable Wife to identify the children's coverage under the hospital and medical insurance policy to be provided by the Husband.

9. Both parties herein shall contribute towards the college education of the children commensurate with their then ability to pay, conditioned upon the demonstrated abilities of each child to pursue advanced educational opportunities.

10. Husband and Wife waive, release and relinquish any and all claims for support and maintenance from each other and are forever barred from asserting such claims.

11. The Husband shall maintain the current life insurance policy on his life with death benefits totalling approximately \$280,000.00. The Husband shall designate the minor children of the parties as irrevocable beneficiaries under said policy. The Husband's obliga-

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tion under the terms of this paragraph shall terminate for the children of the parties when the youngest child of the parties no longer attends a post-secondary school ( if post-secondary schooling is pursued), becomes emancipated or attains her age of majority, whichever occurs last.

13. An emancipation event shall occur or be deemed to have occurred upon the earliest to happen of any of the following events in relation to the minor children of the parties, at which time each party's obligation toward the minor child shall terminate:

- (a) The child's death;
- (b) The child's marriage;
- (c) The child's entry into the armed forces;
- (d) The child reaching his age of majority or completing his secondary schooling unless he pursues a post-secondary school education; or
- (e) The child engaging in full time employment except a child engaging in full time employment during the vacation or summer periods or while attending school as a full time student.

14. The single family residence located at 10802 South Hale Street, Chicago, Illinois 60643, owned in joint tenancy by the parties, which was the former marital home, shall be the sole and exclusive property of the Wife. Said realty is legally described on Exhibit A attached hereto.

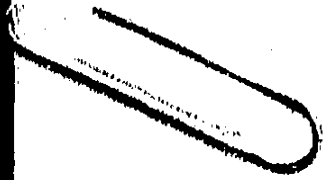
- (a) Wife shall be solely responsible for all payments to become due after the effective date of a Judgment of Dissolution of Marriage on the existing first and second

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tion under the terms of this paragraph shall terminate for the children of the parties when the youngest child of the parties no longer attends a post-secondary school ( if post-secondary schooling is pursued), becomes emancipated or attains her age of majority, whichever occurs last.

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- (c) The child's entry into the armed forces;
- (d) The child reaching his age of majority or completing his secondary schooling unless he pursues a post-secondary school education; or
- (e) The child engaging in full time employment except a child engaging in full time employment during the vacation or summer periods or while attending school as a full time student.

14. The single family residence located at 10802 South Hale Street, Chicago, Illinois 60643, owned in joint tenancy by the parties, which was the former marital home, shall be the sole and exclusive property of the Wife. Said realty is legally described on Exhibit A attached hereto.

- (a) Wife shall be solely responsible for all payments to become due after the effective date of a Judgment of Dissolution of Marriage on the existing first and second

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mortgages to Talman Home Federal Mortgage Corp., subsequent real estate taxes and utilities, holding the Husband thereafter harmless with respect thereto.

(b) The Husband shall convey all his right, title and interest in and to said improved realty to the Wife, and said property shall be the sole property of the Wife.

(c) Upon the effective date of this Agreement, Husband shall execute any and all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign, convey and release all his right, title and interest in the aforescribed realty to the Wife.

14. The parties have acquired a condominium unit located at Five East Carriage Way, Hazelcrest, Illinois 60426, Unit PH-10, owned in joint tenancy by the parties, which shall be the sole and exclusive property of the Husband. Said realty is legally described in Exhibit B attached hereto.

(a) Husband shall be solely responsible for all payments to become due after the effective date of this Agreement on the existing mortgage to West America Mortgage Company, a Colorado corporation, lender, or the successors thereto, real estate taxes and utilities, holding the Wife harmless with respect thereto.

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(b) The Wife shall convey all her right, title and interest in and to said improved realty to the Husband, and said property shall be the sole property of the Husband.

(c) Upon the effective date of this Agreement, Wife shall execute any and all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to transfer, assign, convey, and release all her right, title and interest in the aforescribed realty to the Husband.

15. The Husband is awarded the personal property in his possession as his sole property free and clear of any claim on the part of the Wife. The Wife is awarded the personal property in her possession as her sole property, free and clear of any claim on the part of the Husband.

16. The parties have heretofore made a division and allocation of all personal property, including savings accounts, checking accounts, stocks, bonds, furniture, furnishings, appliances, pension plans, retirement funds, profit sharing funds, annuities, insurance policies or other evidences of equities which is in all respects satisfactory to each of them and which items will remain the sole and exclusive property of the party presently in possession or in title free and clear of any right, title or interest in the other.

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17. EXECUTION OF DOCUMENTS: Each of the parties agree that upon demand of the other, at any time hereafter, he or she shall execute any and all instruments and documents as may be necessary to transfer, convey and release their respective interests in any property belonging to the other, the intention being that this Agreement shall constitute the complete adjustment of the property rights and all other rights of the parties hereto.

18. MUTUAL RELEASES: Except as herein otherwise provided, each of the parties hereto does forever waive, release, relinquish, and quit claim to the other party, all of the rights of dower, homestead, maintenance, inheritance, descent, distribution and community interest and all other right, title, claim, interest and estate which he or she now has or may hereafter have, as Husband, wife, widower, or widow or otherwise, by reason of the marital relationship now existing between the parties hereto under present or future laws of Illinois, the United States of America, or any other state or country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself or herself and his or her heirs, executors, administrators or assigns,

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that he or she will never, at any time hereafter, sue the other party, or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any, all or any part of the rights specified in and relinquished under this paragraph, specifically excluding therefrom any rights wife or Husband may have to enforce the unexecuted provisions of this Agreement, against Husband's or Wife's estate, in connection with obtainment of or complete satisfaction of Husband's obligation towards the Wife, or Wife's obligation towards the Husband, as the case may be.

19. INCORPORATION OF AGREEMENT INTO JUDGMENT: In the event the parties are awarded a Judgment for Dissolution of Marriage at any time hereafter in the pending litigation, then it is agreed that this Agreement shall be submitted to the Court for its acceptance, and if accepted, shall be made part of the Judgment for Dissolution of Marriage entered in such cause and thereafter shall be henceforth merged and become a part of the Court's judgment. In the event the Court fails or refuses to award a Judgment for Dissolution of Marriage or fails or refuses to enter such a Judgment, or in the event the Court shall fail or refuse to accept this Agreement, as executed by the parties, or hereafter amended, and refuses to order its incorporation and merger into any Judgment rendered herein, then this

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Agreement shall be null and void.

## 20. GENERAL PROVISIONS:

(a) This Agreement supercedes all prior agreements between the parties and contains the entire understanding of the parties, and there are no representations, agreements, warranties, covenants or undertakings other than those expressly set forth herein.

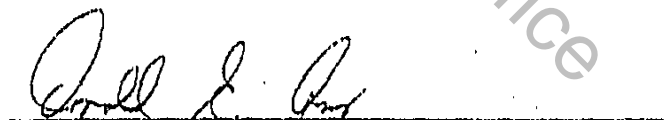
(b) A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties hereto.

(c) This Agreement shall be construed and interpreted in accordance with the laws of Illinois.

(d) This Agreement shall be binding upon the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the Husband and the Wife have hereunto set their respective hands and seals to this Agreement on the day and year first above written.

  
SHARON AMOS

  
DONALD E. AMOS

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## EXHIBIT A

Real Estate located at 10802 South Hale, Chicago, Illinois 60643:

Lot Eleven (11) (except the North Ten (10) feet thereof and except the South Ten (10) feet thereof) in Block Thirty Four (34) in Washington Heights, being a Resub-division of Lots One (1) and Two (2) in Block Thirteen (13) all of Block Fourteen (14), Lots Seven (7) to Sixty Three (63) inclusive in Block Twenty (20) Lots One (1), Two (2), and Three (3), in Block Twenty One (21), and all of Blocks Twenty Four (24), Twenty Five (25), Twenty Eight (28) and Twenty Nine (29), all in Sections 18 and 19, also a Sub-division of the West Half of the Northwest Quarter of Section 20, and that portion of the East Half of the Southwest Quarter of Section 19, East of Prospect Avenue in Township 37 North, Range 14, East of the Third Principal Meridian, as per Plat recorded in the Recorder's Office of Cook County, Illinois, June 27, 1872, in Book 2 of Maps, Pages 45, 46 and 47.

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## EXHIBIT B

Real estate located at Five East Carriage Way, Hazelcrest,  
Illinois 60426, Unit PH-10:

PARCEL 1: UNIT PH-10 TOGETHER WITH ITS UNDIVIDED 1.61 PERCENT INTEREST IN THE COMMON ELEMENTS IN STONEBRIDGE NUMBER 2 CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21942754, IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH AND DEFINED IN DOCUMENT NUMBER 21670891, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

IN RE THE MARRIAGE OF )

SHARON F. AMOS, )

Plaintiff, )

and )

DONALD E. AMOS, )

Defendant. )


NO. 87 D 7490

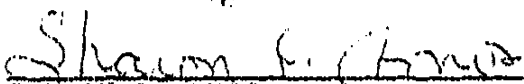
STATEMENT OF UNDERSTANDING CONCERNING REPRESENTATION

The undersigned acknowledge that the attached marital settlement agreement of the Judgment for Dissolution of Marriage has been negotiated directly between Plaintiff and Defendant, with changes made by Plaintiff and Defendant on the one previously prepared by JULIUS M. LEHRER, 20 North Clark Street, Chicago, Illinois, attorney for Plaintiff.

Said attorney has not in any way communicated with DONALD AMOS in reference to said agreement and said attorney has not in any way negotiated the attached final agreement with the undersigned.

Said attorney heretofore advised Defendant to seek counsel to represent him in this matter, but Defendant declined to do so. The undersigned have carefully read the agreement, fully understand its terms, and agree to willingly sign it.

  
\_\_\_\_\_  
DONALD E. AMOS

  
\_\_\_\_\_  
SHARON F. AMOS

DATED: 5-25-89

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NOW, THEREFORE, the parties agree as follows:

I. Notwithstanding the provisions of Paragraph 10, Wife, SHARON shall reserve the right to support and maintenance from Husband, DONALD for a period of five (5) years from June 9, 1988.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals to this Modification and Waiver on the day and year first above written.

Sharon F. Amos  
SHARON F. AMOS

Donald E. Amos  
DONALD E. AMOS

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ON MOTION OF SAID ATTORNEY FOR THE PLAINTIFF, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, SHARON F. AMOS, and the Defendant, DONALD E. AMOS, are hereby dissolved.

2. That the Marital Settlement Agreement between the Plaintiff and Defendant dated May 26, 1988, and Modification thereof and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Order of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

3. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

4. Any right, claim, demand or interest of the parties in and to the maintenance for themselves, whether part, present or future, and in and to the property of the other, whether real, persons or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited to homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the

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parties hereto, except as expressly set forth in the aforesaid Agreement and Modification and Waiver thereof, is forever barred and terminated.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated May 26, 1988, and Modification thereof, as hereinabove set forth.

6. There is no just reason for delaying the enforcement of this Judgment or an appeal therefrom.

ENTER:

JUDGE

*A. Kelly*  
7-15-88

JULIUS M. LEHRER (#5914)  
Attorney for Plaintiff  
20 N. Clark St.  
Suite 2300  
Chicago, IL 60602  
(312) 263-4978

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AND NO PART THEREOF IS TO BE  
REPRODUCED OR TRANSMITTED IN ANY  
MANNER WITHOUT THE WRITTEN  
CONSENT OF THE CLERK OF THE COURT

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1990 APR 20 AM 10:34  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED No.
REGISTRAR OF TITLES CAROL MOSELEY BRAUN Kelly

SHARON F. Amos  
10802-S. Hale Ave.  
Chicago, IL 60643

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 11-02-88

*Morgan M. Lindsey*

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.