

UNOFFICIAL COPY

0 3 0 3 1 7 5 6

3881756

CHICAGO, ILLINOIS May 17 1990

Walter T. Witt

Section _____ Township _____ North, Range _____ East of the Third Principal Meridian, Cook County, Illinois.

Property of Cook County

3881756

In Block Eight (8) in Fisher and Miller's Argo Subdivision of Summit being a Subdivision of that part of the West Half (1) of the South Half (1) of the North East Quarter (1) and the South Half (1) of the Northwest Quarter (1) lying Southeast of center of Archer Road in Section 13, Township 38 North, Range 12, East of the Third Principal Meridian. P/N 18-13-230-006 7433 W 58th St. Summit Ill.

LOT FOURTEEN (14)-----
LOT FIFTEEN (15)-----

You are directed to register the Document hereto attached on the Certificate 1428375 indicated affecting the following described premises, to-wit:

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

Certificate No. 1428375 Document No. 3881756

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 3 3 1 7 5 6

3881756

Property of Cook County Clerk's Office

Michael T. Tristano

I, Michael T. Tristano, Attorney for James J. Pacione, hereby acknowledge that all attorney's fees due me regarding the above matter have been paid in full.

Burton T. Witt

I, Burton T. Witt, Attorney for Gall F. Pacione, hereby acknowledge that all attorney's fees due me regarding the above matter have been paid in full.

Re: The Marriage of Gall F. Pacione and James J. Pacione

89 D 06280

RELEASE

3881756

Approved *[Signature]*
Wife
Husband

3. That the parties were lawfully married on 5/27/78 and said marriage was registered Marriage.

2. That the Petitioner has been a resident of the State of Illinois for a period of more than ninety days prior to the filing or hearing of this verified Petition for Dissolution of

1. That the court has jurisdiction of the parties hereto and the subject matter hereof.

being advised in the premises, the Court makes the following FINDINGS:

Court, having considered all the evidence, a certificate of which is filed herein and further support of the allegations contained in his Petition for Dissolution of Marriage; and the this cause is uncontested and the Court having heard the testimony of the Petitioner in T. Tristano of Family Law Associates, Ltd.; the parties having stipulated and agreed that Burton T. Witt; the Respondent, James J. Pacione, having been represented by Michael Marriage, the Petitioner having appeared in open court, in person and by her attorney, This cause coming to be heard on Gail F. Pacione's Petition for Dissolution of

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF

GAIL F. PACIONE

Petitioner

and

JAMES J. PACIONE

Respondent

No. 89 D 06280

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

STATE OF ILLINOIS

) SS

COUNTY OF COOK

#91564

3881756

[Handwritten signatures and initials]

[Handwritten note]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

03051756

Approved *James J. Pacione*
Wife
James J. Pacione
Husband

WHEREFORE, ON MOTION OF THE PETITIONER, IT IS

of the family *without fault or provocation on the part of*
verbergen of stune and respectfull smelly
and future attempts at reconciliation would be impracticable and not in the best interests
the irretrievable breakdown of the marriage; that all attempts at reconciliation have failed
living separate and apart and that irreconcilable differences have arisen and have caused
six months, since May of 1989 and have agreed to waive the two year requirement of
and Respondent have lived separate and apart for a continuous period of not less than
9. That the Court finds that since the marriage of the parties hereto, That the Petitioner
children.

Marital Settlement Agreement of the parties which relate to the custody and care of the
children of the parties that the Court adopt verbatim those provisions of the proposed
and custody of the minor children of the parties and that it is in the best interests of the
8. That James J. Pacione and Gail F. Pacione are fit and proper persons to have the care
hereto to obtain or stimulate a Judgment of Dissolution of Marriage.

7. That this Court has reviewed the instant judgment and finds that it is fair and
equitable and that said agreement was not offered or accepted to induce either party
Agreement, before the court as the order and judgment of the Court.

6. That the parties have settled all issues regarding the dissolution of their marriage and
have agreed to the entry of the instant judgment, with a proposed Marital Settlement
pregnant.

5. That the parties have two children of this marriage: Jamie T. Pacione, DOB 12/13/83;
James D. Pacione, DOB 11/28/79. No children were adopted and the wife is not
status: Merchandising Supervisor.

4. That the Petitioner is 30 years of age and in the following occupational status: Child
Caretaker; that the Respondent is 32 years of age and in the following occupational
in Cook County, IL.

3881756

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03831756

4

Approved _____
Wife
Husband
James J. Pacione

Property of Cook County Clerk's Office

FAMILY LAW ASSOCIATES, LTD. #91564
Attorneys for Gail F. Pacione
7001 W. North Avenue
Oak Park, IL 60302
(312) 848-7267

Burton T. Witt

James J. Pacione
James J. Pacione

Gail F. Pacione
Gail F. Pacione

We have read and approve of the above proposed judgment with attached MARITAL SETTLEMENT AGREEMENT AND JOINT PARENTING ORDER and desire that it be submitted to the court for entry as a judgment of the court.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

GAIL P. PACIONE, Petitioner, and JAMES J. PACIONE, Respondent, and
Docket No. 89 D 06280. The case is entitled IN RE: THE MARRIAGE OF
Illinois, County Department, Domestic Relations Division, under
Dissolution of Marriage in the Circuit Court of Cook County,

(d) The wife has filed against the Husband, an action for
petitioner is not presently pregnant.

December 13, 1983. No children were adopted by the parties and
D. PACIONE, born November 28, 1979, and JAMIE T. PACIONE, born
(c) Two children were born to the parties. Namely; JAMES
the best interests of the family.

Further attempts at reconciliation will be impracticable and not in
less than 6 months and that efforts at reconciliation have failed and
have ceased living together as Husband and wife for a period of not
caused the irretrievable breakdown of the marriage and the parties
(b) Irreconcilable difficulties and differences have

on the 27th day of May, 1978, at Summit, Illinois.
(a) The parties hereto were lawfully married to each other

WHEREAS:

WITNESSETH:

as the "Husband";
Summit, County of Cook and State of Illinois, hereinafter referred to
referred to as the "Wife", and JAMES J. PACIONE, of the Village of
Village of Summit, County of Cook and State of Illinois, hereinafter
1990, in Chicago, Illinois, by and between GAIL P. PACIONE, of the
THIS AGREEMENT made and entered into this day of January,

MARITAL SETTLEMENT AGREEMENT

Attorney #91564

Attorney #10645

3881756

3881756

agree as follows:

hereby acknowledged, the parties do hereby freely and voluntarily valuable consideration, the receipt and sufficiency of which is promises and undertakings herein contained, and for other good and NOW THEREFORE, in consideration of the mutual and several

rights in the premises.

other and that each has been informed of his and her respective is conversant with all the wealth, property, estate and income of the income of the other. Each party also acknowledges that he and she each has been fully informed of the wealth, property, estate and attorney. (Family Law Associates, Ltd.) The parties acknowledge that and has had the benefit of counsel of Michael T. Tristano, his counsel of Burton T. Witt, her attorney. The Husband has employed (f) The wife has employed and has had the benefit of

rights or claims in and to the estate of the other. owned or which may hereafter be acquired by either of them, or any in or to any property of the other, whether real or personal, now hereafter have or claim to have against the other,

and to settle any rights which either of them now has or may or any other relationship now or previously existing between them, property of the parties and other rights growing out of the marital custody, child support and visitation, and to fully settle rights of settle between themselves the question of maintenance and support,

(e) The parties consider it to be in their best interest to the case remains pending and undetermined.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

~~Four weeks during the summer, in increments of two weeks each.~~

~~until 9:00 P.M. Alternate holidays beginning with~~

~~to Sunday at 7:00 P.M. One evening during the week from 5:00 P.M.~~

~~the parties, as follows: Alternate weekends from Friday at 7:00 P.M.~~

~~(b) Husband shall have visitation with the minor children of~~

~~OF THE PARTIES ATTACHED HERETO AND INCORPORATED HEREIN.~~

~~AS SET FORTH IN THE JOINT PARENTING AGREEMENT~~

~~care, custody, control and education and residence of the child shall~~

~~joint legal custody of the minor children, but that the physical~~

~~their minor children. Husband and wife agree that they shall have the~~

~~Both parties are fit and proper persons to have the care of~~

~~(a)~~

CHILD CUSTODY AND VISITATION

ARTICLE III

~~maintenance and shall be forever barred from asserting such claim.~~

~~parties shall have no future claims against each other for support or~~

~~maintenance or support, whether past, present or future, and the~~

~~The parties hereby mutually waive any and all rights to~~

MUTUAL WAIVER OF MAINTENANCE BY THE PARTIES

ARTICLE II

~~and defend any action which has been or may be commenced by the wife.~~

~~Dissolution of Marriage which he has brought or may hereafter bring~~

~~The Husband reserves the right to prosecute any action for~~

~~defend any action which has been or may be commenced by the Husband.~~

~~Dissolution of Marriage she has brought or may hereafter bring and~~

~~2. The wife reserves the right to prosecute any action for~~

~~Dissolution of Marriage.~~

~~1. This Agreement is not one to obtain or stimulate a~~

RIGHT OF ACTION

ARTICLE I

UNOFFICIAL COPY

THE WIFE SHALL BE RESPONSIBLE FOR ALL ORDINARY AND ROUTINE MEDICAL, OPTICAL ETC. AS SET FORTH ABOVE - EXPENSES OF THE CHILDREN NOT COVERED BY INSURANCE.

Handwritten initials/signature

Husband shall pay on behalf of the minor children all hospital, medical, optical, orthodontic, dental, psychological, psychiatric, pharmaceutical or other such services rendered on behalf of the minor children which may be reimbursed to the Husband from his medical insurance or from his medical reimbursement plan with his employer. As to such expenses which may not be reimbursed to the Husband, the Husband shall be responsible for extraordinary medical, dental, optical, hospital, orthodontic, pharmaceutical, psychological, psychiatric or other such services for the minor children. With respect to said expenses, the wife shall, except in cases of emergency or impossibility, give the Husband advance notice.

3881756

MEDICAL AND HEALTH INSURANCE

(RECEIPT OF WHICH IS ACKNOWLEDGED) FOR EACH BILL.

ARTICLE V

in 1990 and subsequent years. Husband shall pay 25% of his income tax (STATE AND FEDERAL) REFUNDS. Husband shall also pay 7 WIFE WITHIN

the exemption for James T. Pacione. The foregoing shall be effective wife to take the exemption for James D. Pacione and Husband to take follows: Each of the parties shall take one dependent exemption.

purposes for the minor children of the parties shall be taken as net salary and bonuses in addition thereto husband shall, within 14 days

copy of said income documents to wife and pay her 25% of his net federal income tax. The parties agree that the tax exemptions for income tax (b) of receipt of any bonus or additional income from his employer, send a

bi-monthly for child support, based on 25 percent of the Husband's (a) Husband agrees that he will pay to wife the sum of \$ 242.50

CHILD SUPPORT AND EXEMPTIONS

ARTICLE IV

Husband to give wife notice immediately after his vacation schedule is set up at work as to when he plans to exercise the summer visitation. In all events the notice shall be no less than 14 days.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 8 9 1 7 5 6
LIFE INSURANCE

ARTICLE VI

thereunder.

and consult with him prior to taking the children for treatment that would result in a financial responsibility for the Husband. The Husband shall maintain in full force and effect an insurance policy to cover, to the extent possible, the medical expenses for the minor children, and he shall supply the wife with a card, which she may use to evidence the minor children's insurance coverage. The Husband's obligation under this paragraph shall continue for so long as the children are minors. However, should a child pursue a college education, then the Husband's obligation for these expenses shall continue until the child completes his college, university, or vocational school education, notwithstanding the fact that the child may be an adult. *To the extent that Husband's liability for out of pocket expenses if wife, wife shall be reimbursed.*

The Husband shall cooperate fully with the wife and health insurance company to assist the wife in obtaining an individual health insurance policy pursuant to the Illinois Spousal Health Insurance Rights Act (SHIRA; P.A. 84-556; S.B. 300) and the Federal Health Insurance Continuation Act (COBRA) P.L. 99-272. In addition, the Husband shall cooperate fully with the wife to assist her in obtaining a conversion of any existing health and hospitalization insurance to a separate policy issued on her behalf pursuant to the provisions of the Illinois Revised Statutes, Chapter 73, Section 968d. Upon obtaining said separate policy or continuation insurance, the wife shall be solely responsible for the payment of any premiums

3881756

W.P.

UNOFFICIAL COPY

0 1 3 3 1 7 3 6

vocational school education for the children of the parties, which
The parties shall pay for a college, university or

proof of beneficiary designations as to the insurance aforesaid.
Husband shall furnish proof of payment of all premiums and

proceeds.

estate of the Husband in the amount of the deficiency of said
appropriate remedies, have a valid and subsisting claim against the
child or his representative shall, in addition to all other
the full amount of insurance proceeds required by this Article, the
In the event the designated beneficiary fails to receive

encumbering said insurance and shall timely pay all policy premiums.

Henceforth, the Husband shall refrain from borrowing against or

shall remain free and clear of any and all liens and encumbrances.

Husband represents and warrants that aforesaid insurance

whichever comes first.

the completion or discontinuance of said educational pursuit,

vocational school education, said designation shall continue until

provided that in the event a child pursues a college, university or

in full force and effect until the emancipation of the children,

children of the parties. Said beneficiary designation shall continue

thereof, the wife as trustee for the benefit of James and Jamie, the

necessary documents required to designate as irrevocable beneficiary

after judgment execute and deliver to the insurer any and all

insurance as set out in Exhibit "A". Husband shall within 15 days

unencumbered face value of no less than \$80,000.00 and his other

the insurance on his life at his place of employment having an

Husband shall keep and maintain in full force and effect

3881756

UNOFFICIAL COPY

Property of Cook County Clerk's Office

following sums are to be deducted: (1) The balance on the first that the residence has a value of \$85,000.00. From this, the Illinois, on the basis of the following formula: The parties agree interest in the marital residence at 7433 W. 58th Place, Summit, 3. The parties agree that the wife shall purchase Husband's

located.

name and held for her in the name of others, wherever same may be deposits, savings accounts and stocks and bonds, personally in her pension, profit, retirement, deferred income funds, certificates of 2. Husband waives any and all rights in and to wife's

name, wherever same may be located.

deposits, savings accounts, and stocks and bonds, personally in his pension, profit, retirement, deferred income funds, certificates of 1. Wife waives any and all rights in and to Husband's

SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

ARTICLE VIII

her attorney's fees. See ART. VIII - PAGE 8. Wife shall pay the balance of \$1,000.00 to be applied to her fees. Upon this Agreement becoming effective, Husband shall pay his own attorney's fees and shall pay to wife's attorney the sum of

COUNSEL FEES

ARTICLE VII

force at the time in question. and Dissolution Act, or by any similar or comparable provision in determined by the provisions of Section 513 of the Illinois Marriage children. The extent of the parties' respective obligations shall be obligation is predicated upon the scholastic aptitude of the

3881756

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2013/04

3881756

GENERAL PROVISIONS

ARTICLE X

regarding any other debts.

2. Each shall be responsible and hold the other harmless

attached hereto.

1. Husband shall pay the debts set out in Exhibit "B"

DEBTS AND OBLIGATIONS

ARTICLE IX

the mutual satisfaction of the parties.

screen TV set. All other items of personality have been divided to

the wife shall retain possession of the magnovox big

Handwritten notes:
* THE PARTIES AGREE THAT HUSBAND IS ENTITLED TO \$9,386.00
WIFE. FOR HIS INTEREST IN THE MARITAL HOME. WIFE'S ATTORNEY HAS A LION FOR
AND THE WIFE SHALL RETAIN POSSESSION OF THE MAGNOVOX BIG
SCREEN TV SET. ALL OTHER ITEMS OF PERSONALITY HAVE BEEN DIVIDED TO

from the sale divided on a fifty-fifty basis between Husband and

placed for sale with a local real estate broker and the net proceeds

the dissolution, then in such event the marital residence will be

that said one-half is not paid within the said 90 day period after

shall hold Husband harmless on the existing mortgage. In the event

days after the entry of a judgment for dissolution of marriage. Wife

One-half of the balance shall be paid by wife to husband within 90

estimated real estate broker's commission. (5) ~~see attached~~

Husband's 401 K Plan at his place of employment. (4) \$5,100.00 (the

Wife's parents in repayment of a loan, (3) The present value of the

mortgage of approximately \$35,175. (2) \$10,000.00 to be paid to

Handwritten initials/signature

Handwritten signature

3881756

1. Execution of Documents: Each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided.

If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

2. Mutual Release and Waiver of Estate Claim: To the fullest extent permitted by law to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives, and assigns, all rights of maintenance and support, dower, inheritance, descent, distribution, community interest and all other rights, 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

3881756

3881755

3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession

the property and assets of the other, real, personal or mixed, marital or non-marital, in his or her estate, whether now owned or hereafter in any manner acquired 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 and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; 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 agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or 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 rights of either party under this Agreement.

388175

to heirs, executors, administrators, assigns, devisees and grantees of Agreement shall be binding upon and inure to the benefit of the right to enforce the provisions and terms of this Agreement, which entry of the judgment for dissolution of marriage shall retain the brought by the husband and referred to hereinabove. The court on judgment for dissolution of marriage is entered in the pending case a way shall this Agreement be effective or of any validity unless a dissolution of marriage, either directly or by reference, but in no provisions shall be incorporated into any such judgment for presently pending between them, this Agreement and all of its time hereafter obtains a dissolution of marriage in the cause 4. In the event that either the husband or the wife at any

Agreement.

the terms of this Agreement, or the rights of either party under this release by either party of the obligation of the other to comply with nothing herein contained shall operate or be construed as a waiver or any restriction or limitation whatsoever; provided, however, that respective property in any way that he or she may see fit, without the right to dispose, by testament or otherwise, of his or her never been married, each of the parties hereto respectively reserving deceased party, in the same manner as though the parties hereto had he or she dies intestate, shall descend to the heirs at law of such administration in any form, and the estate of such deceased party, if all right of the surviving party hereafter to apply for letters of intestate, this Agreement shall operate as a relinquishment of

possessed, and should either of the parties hereto die any of the property of which the other party may die seized or

UNOFFICIAL COPY

9 8 7 1 3 8 2 1 2

BURTON T. WITT #10645
Attorney for Petitioner
205 W. Randolph St.-#1150
Chicago, Illinois 60606
312/236-9313

3881756

Notary Public

Before me, a Notary Public, in and for the County and State
aforesaid, personally appeared JAMES J. PACIONE, personally known to
me, and known to be the same person who executed the foregoing
instrument, and he acknowledged that he executed and delivered said
instrument as his free and voluntary act and deed for the uses and
purposes therein set forth.
Given under my hand and notarial seal this _____ day of
January, 1990.

STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

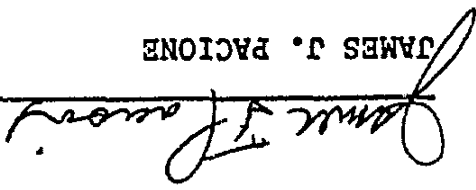
Notary Public

Before me, a Notary Public, in and for the County and State
aforesaid, personally appeared GAIL F. PACIONE, known to me to be the
same person who executed the foregoing instrument and she
acknowledged that she executed and delivered said instrument as her
free and voluntary act and deed for the uses and purposes therein set
forth.
Given under my hand and notarial seal this _____ day of
January, 1990.

STATE OF ILLINOIS)
) SS)
COUNTY OF COOK)

GAIL F. PACIONE

JAMES J. PACIONE



written.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set
their respective hands and seals the day and year first above

the parties hereto.

UNOFFICIAL COPY

3881756

Property of Cook County Clerk's Office

EXHIBIT "A"

Other Insurance

| | | | |
|--|-------------------------------------|-----------------------|------------------------|
| | Prudential Insurance Co. | Policy No. | \$20,000.00 |
| | Prudential Insurance Co. | Policy No. | \$35,000.00 |

UNOFFICIAL COPY

Property of Cook County Clerk's Office

JOINT PARENTING AGREEMENT

Now come the parties and submit to the court the following joint parenting agreement which is incorporated and made part of the judgment for dissolution entered before this court.

A. JOINT PARENTING AGREEMENT

1. JAMES and GAIL agree that each is a fit and proper person to have the custody of their children and agree that they shall have "Joint Custody" of said children with GAIL having primary day to day physical possession.

2. The term "joint custody" as used above is defined to mean:

a. That all significant decisions as to the education, residence, religious upbringing, life style choices and medical care of the children will be made jointly by the parties, except in the case of an emergency, in which event the party in actual custody or possession of the child is authorized to make such decision.

b. GAIL shall deliver or cause to be delivered to JAMES grade reports, or copies of grade reports, of the children and copies of any other written communications from said school in reference to the children and GAIL will further inform JAMES of any significant oral communications from a child's school personnel relating to the child.

c. Each parent will have the right to participate in all school activities of the children, including but not limited to extra curricular activities.

d. If required by the school authorities GAIL will authorize the school authorities to release

APPROVED:

Gail
GAIL

James
JAMES

3881756

UNOFFICIAL COPY

0 3 3 3 1 7 5 6

APPROVED:

GAIL

JAMES

information regarding the child to JAMES.

e. Both JAMES and GAIL shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment and, if either party travels out of town shall notify the other of his or her destination and provide a phone number where he or she can be reached.

f. GAIL shall advise JAMES of any serious illness or injury suffered by a child of the parties as soon as possible after learning of same. GAIL shall direct all doctors involved in the care and treatment of the children to give JAMES all information regarding any illness or injury if the non-custodial parent request same.

g. Pre-Dissolution Conflicts - Conflicts over physical possession or problems arising before the parties divorce shall not be allowed to interfere or undermine either parents relationship with the child of the parties. Encouraged - Physical Possession shall be arranged to foster a nurturing relationship with both parents. The pattern of physical possession agreed upon shall meet the particular needs of the child of the parties and not simply those of either parent. Physical possession arrangements shall be adapted to meet the changing developmental needs and circumstances of the child.

i. Physical possession commitments shall be kept - children count on transfers of physical possession; only real emergencies should cause

3881756

APPROVED:

GAIL

[Signature]

JAMES

[Signature]

B.

PRIMARY PHYSICAL POSSESSION

1. It is agreed by the parties that GAIL shall have

other parent.

a meaningful relationship between the child and the other parent, and to cooperate fully to maintain the respect, love and affection of the child toward acknowledges there respective obligation to foster

o. Commitment to welfare of child - Each parent are expected to be frequent but at reasonable times.

n. Telephone calls Encouraged - Telephone calls to arranging physical possession.

or child care arrangements shall be considered in

m. Schedules and commitments shall be considered - the parties' work schedules and the child's school

life of the other parent.

a means of unnecessarily intruding on the private party shall use the issue of physical possession as

l. Parents shall have separate lives - Neither and the other parent.

a substantial period of adjustment for the child physical possession, realizing that it may require

k. Period of Adjustment - Both parties shall cooperated closely during the early stages of

to effect or enforce the other.

j. Support and physical possession are separate Issues - One concern should not be used as leverage

for the changes.

child and the other parent, before hand, the reasons change in physical possession to explain to the

is the responsibility of the parent making the cancellation or changes in physical possession. It

3881756

Office

APPROVED:

GAIL

[Signature]

JAMES

[Signature]

6. Birthday Physical possession - In addition to the above, JAMES shall have physical possession on alternating birthdays of each child. Each party shall

- | | |
|----------------------------|---------------------|
| <u>EVEN-NUMBERED YEARS</u> | DR. KING'S BIRTHDAY |
| | PRESIDENTS DAY |
| | MEMORIAL DAY |
| | LABOR DAY |
| | VETERANS DAY |
| <u>ODD-NUMBERED YEARS</u> | NEW YEAR'S DAY |
| | LINCOLN'S BIRTHDAY |
| | INDEPENDENCE DAY |
| | COLUMBUS DAY |
| | THANKSGIVING DAY |

5. Legal or school holidays. JAMES shall be entitled to physical possession on the following holidays during the year indicated, provided his work schedule allows.

4. Weekend physical possession: on every other weekend, he does not have physical possession.

3. Weekday physical possession: on WEDNESDAY of each week from 5 p.m. to 8:30 p.m. In the event that no specific day is inserted above, JAMES shall have physical possession on each Monday following a weekend in which he does not have physical possession.

2. The parties anticipate that they shall be able to arrange the transfer of physical possession between themselves on an ongoing basis. However, in the event that there is disagreement between the parties concerning said transfer, the following occasions and times are the minimum to which JAMES shall be entitled pending further written agreement or order of court.

the primary physical possession of the children the parties subject to the following provisions for the transfer of physical possession to JAMES.

3881756

APPROVED:

GAIL

[Signature]

JAMES

[Signature]

have the child on their own birthday despite the fact that it may fall on the physical possession day of the other parent.

7. Physical possession on Mother's Day and Father's Day - the wife shall have the children on Mother's Day and the husband shall have the children on Father's Day despite the fact that Mother's Day or Father's Day may fall on a physical possession day of the other parent.

8. Duration of physical possession on above legal or school holidays shall be from 10:00 a.m. to 8 p.m.

9. The above holidays shall take precedence over weekend physical possession but, in such event, JAMES shall have a make-up day or weekend of physical possession on the next weekend.

10. Summer Vacation Physical possession - During the summer vacation period for a period of four weeks in increments of two consecutive weeks, beginning at 10 a.m. of the first day and ending at 6:30 p.m. of the last day, JAMES shall have the children for summer physical possession. JAMES shall give GAIL not less than four weeks' advance notice of the time when JAMES intends to exercise said summer physical possession.

a. GAIL shall, at least six weeks before the commencement of a child's summer vacation period from school, inform JAMES of the scheduled summer activities in which it is planned that the children of the parties will participate and the time period during which the children will attend such activities. JAMES's selection of the time period during which JAMES will have summer physical possession shall consider the aforesaid activities of the child and the parties will cooperate both in

952188C

UNOFFICIAL COPY

Property of Cook County Clerk's Office

APPROVED:

[Signature]
GAIL

[Signature]
JAMES

as to such regime. JAMES shall follow such regime. medication, diet, etc., and give JAMES instructions any medical regime, including, but not limited to, b. GAIL shall inform JAMES if a child is under GAIL advance notice.

require special clothing or effects JAMES shall give JAMES intends on participating in any events that effects for each period of physical possession. If sufficient and appropriate clothing and personal a. JAMES shall provide the children with cooperation to effect physical possession

terminates. ending at 6:30 p.m. on the day before said vacation children in the community where said children reside and of each year) as celebrated in the schools attended by to describe the usual one week school vacation in spring spring vacation or spring vacation is the local term used the first day following the start of Easter vacation (or children in even numbered years, beginning at 10 a.m. of 12. Spring (or Easter) Vacation - JAMES shall have the holiday.

numbered years the parties shall cooperate to divide the vacation GAIL shall have the children on Christmas Day ending a week later except that during said Christmas 6 p.m. on the commencement of said Christmas vacation and attending school during odd numbered years beginning at for Christmas vacation for one week when they are not 11. Christmas Vacation - JAMES shall have the children

each is accommodated to the full extent possible. the scheduling of the child's activities so that scheduling of JAMES's summer physical possession and

9571888

UNOFFICIAL COPY

3881756

APPROVED: *[Signature]*
JAMES

DATE: *[Signature]*
JAMES

DATE: *[Signature]*
GAIL

[Signature]
GAIL

AGREED ON 2/11/90

and shall divide the cost equally. parties shall use the American Arbitration Association that no specific mediator is agreed upon above, the as the mediator for the parties' disputes. In the event 2. Mediator - *Stewart Holak* shall be designated differences.

below named party, in a serious attempt to resolve their their children they shall enter into mediation with the of a dispute over any issue relating to the custody of court proceedings, the parties agree that in the event 1. In order to avoid the escalation of disputes into

D. MEDIATION IN THE EVENT OF A DISPUTE

children of the parties. adjusting the same to further the best interests of the and transfer of physical possession for the purpose of at which time the shall review the provisions for custody 1. The parties shall schedule a date every two years,

C. REVIEW OF CUSTODY ARRANGEMENTS

attending physician, hospital, etc. such illness, the name and telephone number of any GAIL as soon as possible, giving GAIL details of a period of physical possession, JAMES shall notify If any child becomes seriously ill or injured during

Property of Court Office

UNOFFICIAL COPY

REWARD OF THE LAW
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
THIS ORDER IS THE COMMAND OF THE CIRCUIT
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 2-21-90

[Handwritten signature]

Property of Cook County Clerk's Office

1
1428875

NID

3881756

CASCI PROPERTY SECTION
REGISTRAR OF TITLES

1990 MAY 17 PM 3:48

3881756

IDENTIFIED
No. 3881756
Registrar of Towns Titles
CAROL HOSELY BRAUN
GURTOWSKI

Burton T. Witt
205 W. Randolph
#1150
Chicago Ill 60606