

# UNOFFICIAL COPY

Form #20

Certificate No. 1265444 Document No. 3977066

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1265444 indicated affecting the  
following described premises, to-wit:

Lot 18 in Playfield Addition, a Subdivision of the North  
East 1/4 of the North West 1/4 of the South West 1/4  
also the North 1/2 of the South 1/2 of the North West  
1/4 of the South West 1/4 of Section 33, Township 37  
North, Range 13 East of the Third Principal Meridian,  
according to the Plat thereof registered in the Office  
of the Registrar of Titles on April 21, 1959 as Document  
LR 1856183, in Cook County, Illinois;

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

CHICAGO, ILLINOIS 7-1 1991.

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Attorney No. 23057

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

IN RE THE MARRIAGE OF:  
PHILIP CARROLL,  
Plaintiff-Counter-Respondent,  
and  
DIANA CARROLL,  
Defendant-Counter-Petitioner.

ENTERED  
JUL 30 1980  
HOWARD KAUFMAN

No. 89 D 12998

JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE coming on upon the Counter-Petition for Dissolution of Marriage of the Defendant-Counter-Petitioner, DIANA CARROLL ("DIANA"), the Plaintiff-Counter-Respondent, PHILIP CARROLL ("PHILIP"), having stipulated that the matter be heard as one in default, the Court having heard testimony of DIANA in open Court and being otherwise advised, FINDS:

- A. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
- B. That DIANA was a resident of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has been a resident of the State of Illinois for more than ninety (90) days next preceding the making of these findings.
- C. That the parties were married on April 5, 1975, and said marriage was registered in Hazelcrest, Cook County, Illinois.
- D. That four children were born to the parties as a result of this marriage, namely Joseph, born July 1, 1978, who is now 12 years of age, Daniel, born November 8, 1979, who is now 10

Shows no rights, no fees, no consideration, no support (Deed to Outside Buyer)

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years of age, Regina, born May 28, 1982, who is now 8 years of age, and Ryan, born June 19, 1985, who is now 5 years of age; no children were adopted by the parties and DIANA is not now pregnant.

E. The parties have been living separate and apart in excess of six months, irreconcilable differences have caused the irretrievable breakdown of the marriage, attempts at reconciliation have failed and future attempts at reconciliation would be impractical and not in the best interests of the family.

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

G. That the parties hereto have entered into a written Settlement Agreement concerning the questions of custody, support and related issues of the minor children, maintenance for the parties, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, 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 and is not unconscionable and should receive the approval of this Court to be made a part of this Judgment. The terms of the Agreement are as follows:

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MSL/jm/7-19-90/3

## SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>TH</sup> day of July, 1990, by and between DIANA CARROLL (hereinafter referred to as "DIANA"), and PHILIP CARROLL (hereinafter referred to as "PHILIP"), both parties being residents of the State of Illinois;

W I T N E S S E T H :

### RECITALS

A. The parties were married on April 5, 1975, which marriage was registered in Hazel Crest, Cook County, Illinois;

B. Four children were born to the parties as a result of this marriage, namely, Joseph, born July 1, 1978, who is now ~~11~~<sup>12</sup> years of age, Daniel, born November 8, 1979, who is now 10 years of age, Regina, born May 28, 1982, who is now ~~7~~<sup>8</sup> years of age, and Ryan, born June 19, 1985, who is now ~~4~~<sup>5</sup> years of age; no children were adopted by these parties and DIANA is not presently pregnant.

C. Unfortunate and irresconcilable differences and difficulties have arisen between the parties.

D. PHILIP has filed a Petition for Custody and DIANA has filed a Counter-Petition for Dissolution of Marriage against PHILIP in the Circuit Court of Cook County, County Department, Domestic Relations Division, in Case No. 89 D 12998, which remains pending and undetermined (which case is referred to as the "Pending Case");

E. Without any collusion as to any dissolution of marriage proceedings between the parties hereto, and without prejudice to any right of action for dissolution of marriage which

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either of the said parties may have, the parties hereto consider it to be in their best interest to settle between themselves the questions of maintenance, custody, support, education and other issues relating to their children, and their respective rights of property, marital and non-marital, growing out of the marital relationship or any other relationship, and all rights of every kind and nature, whether real or personal, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them;

F. PHILIP has employed and had the benefit of counsel of MARCIA S. LIPKIN, P.C., as his attorney, and has had the benefit of her advice, investigation and recommendations with reference to the subject matter of this Agreement;

G. DIANA has employed and had the benefit of counsel of JOHN M. KING as her attorney, and has had the benefit of his advice, investigation and recommendations with reference to the subject matter of this Agreement;

H. Both parties are fully advised, informed and conversant with and as to the wealth, assets, skills, business training, liabilities and debts of the other and acknowledge that they have received full and sufficient disclosure and full information from the other party as to all such matters.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, as hereinafter set forth, and for other good and valuable considerations, the receipt of which are jointly and severally

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acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

## I. Reservation of Litigation Rights

This Agreement is not one to obtain or stimulate a dissolution of marriage. Each party reserves the right to prosecute and to defend any action for dissolution of marriage or legal separation which the other party has brought or may bring.

## II. Custody of the Minor Children

PHILIP and DIANA acknowledge that both are fit and proper persons to have the care, custody and control of their children, Joseph, Daniel, Regina and Ryan. The parties shall share joint custody of the children. In order to define their respective duties, obligations and rights of joint custody, PHILIP and DIANA have entered into a Joint Parenting Agreement which is attached hereto as Exhibit A and incorporated fully in this Agreement.

## III. Waiver of Maintenance

PHILIP forever waives and releases any right to support and maintenance from DIANA. DIANA forever waives and releases any right to support and maintenance from PHILIP.

## IV. Child Support

A. DIANA has recently re-entered the job market and is presently employed as a photographic assistant earning approximately \$10,400/yr. <sup>gross</sup> PHILIP is employed by the Water Reclamation Department of Cook County, Illinois, and earns approximately \$31,000/yr. <sup>gross</sup> The parties acknowledge that DIANA is presently establishing a separate residence outside the marital home, that

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she earns a sufficient income to provide for her individual needs, but does not earn enough to pay money to PHILIP for the support of the parties' minor children. DIANA acknowledges, however, her obligation to contribute to the children's support. Accordingly, the parties agree that based upon DIANA's current income ~~and her~~ ~~living alone without other resources~~, she shall not be required to pay child support to PHILIP at the present time. DIANA shall provide all support for the children when they are with her, including without limitation lodging, utilities, transportation and food.

B. In recognition of DIANA's obligation to contribute to the support of the parties' children and her intention to do so when her income increases or other appropriate changes of circumstances occur, DIANA agrees to periodically inform PHILIP of her employment status. DIANA agrees to inform PHILIP within fourteen days <sup>at the time her salary or wage reaches</sup> of any change in her employment, including the name and address of any new or additional employers, her job title and rate of pay. DIANA shall provide to PHILIP ~~not~~ <sup>any</sup> less than three times per year her four most recent paystubs. DIANA further agrees to inform PHILIP as soon as practicable but ~~in no~~ <sup>any</sup> event within five days after of any change in her living arrangements, including providing him with any change of address and informing him if she commences sharing a residence (apartment, house, etc.) with one or more other individuals.

C. PHILIP shall be entitled to claim Joseph, Daniel, Regina and Ryan as dependent exemptions for income tax purposes for

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each year commencing 1989 and thereafter, so long as DIANA pays no child support. DIANA shall execute any releases, waivers or other documents required by the taxing authority to allow PHILIP to claim the children as dependents. The issue of dependency exemptions is subject to review when DIANA begins to pay PHILIP child support on a regular basis.

## V. Provisions Relating to the Children

### 2. Medical Care and Insurance

1. PHILIP shall be liable for Joseph, Daniel, Regina, and Ryan's ordinary medical and dental related expenses not paid by insurance. PHILIP shall also be liable for all extraordinary medical, psychological, psychiatric, surgical, dental, orthodontia, or hospitalization expenses incurred on behalf of the children. This obligation shall continue for each child until the first of the following to occur:

- a. The child reaches majority;
- b. The child marries;
- c. The child joins the military service;
- d. The child dies; or
- e. DIANA's income increases or another change of circumstances occurs such that it is appropriate that DIANA contribute to the medical insurance and/or other medical expenses for the children, at which time the parties' respective obligations shall be redetermined.

If one or more children continue education after high school, the obligations hereunder shall continue until that child completes

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his/her post-high school education, but in no event beyond his/her attaining 23 years of age.

2. Notwithstanding anything herein to the contrary, DIANA shall be responsible for all ordinary medical/dental expenses incurred by the children when they are with her unless she takes them for care/treatment previously approved and scheduled by PHILIP.

3. The term "extraordinary" as used herein shall include, without limitation, orthodontia work, teeth straightening and other major dental work, operations, accidents, serious illness requiring hospitalization, treatment of unusual or extended skin disorders, allergies, or diseases, ophthalmological treatment, psychological and psychiatric treatment whether by physicians, psychologists or social workers, but shall not include routine check-ups, minor ailments, drug supplies except prescription medication which may be required in the treatment of any extraordinary illness, dental prophylaxis, filling of simple cavities and the like.

4. PHILIP shall maintain a policy of medical and hospitalization insurance covering the children during the time he has an obligation for medical expenses according to paragraph (A)(1) of this Article IV. DIANA shall also be responsible to maintain medical and hospitalization insurance for the children if the same is available to DIANA at no or nominal cost. "Nominal cost" shall be defined as not more than \$50 per month. DIANA's

*unless said coverage would provide no addi*

*if that benefits for the children.*

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obligation to maintain such insurance shall terminate the time PHILIP's obligation terminates.

## B. Post-High School Education

1. If one or more of the children pursue education or training after completing high school, PHILIP and DIANA shall contribute to the cost of said education in accordance with their respective abilities at the time and upon the following terms. PHILIP and DIANA shall determine the school, college or university or institute the child will attend, giving consideration to the child's choice. Neither PHILIP nor DIANA shall unreasonably withhold approval of the school the child wishes to attend, except neither shall be required to contribute toward the cost of any school in excess of the cost for the most expensive state school in the state where the child resides. For example, if the child attends a school where the cost is \$15,000 per year, but the cost of the most expensive state school in the child's state of residence is \$10,000, then PHILIP and DIANA shall only be obligated to contribute based on a cost of \$10,000. Any grants or scholarships, including savings in the child's name pursuant to Article VI(C) below, which the child receives shall be deducted from the amount PHILIP and DIANA are obligated to pay hereunder before their respective obligations are calculated. PHILIP and DIANA's obligations hereunder shall be conditioned upon the child's being enrolled on a full-time basis and making satisfactory progress toward completion of the program of study in which he/she is enrolled.

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Handwritten initials and marks in the top right corner.

PHILIP shall have the right to exclusive occupancy of the residence for a period of at least nine (9) years from entry of the judgment of Dissolution of Marriage or prior to he remarries or cohabits

located at and commonly known as 5439 Fairway Drive, Crestwood, Illinois, and legally described on Exhibit B attached hereto. 1. The parties own, in joint tenancy, real property

A. Marital Residence

The parties acknowledge that the property disposed of in this Article is all marital property, and each has represented that this Article encompasses all of their property, both marital and non-marital, within the meaning and intent of Illinois law.

VI. Property Division

- d. The child attains 23 years of age.
- c. The child marries; or
- b. The child voluntarily terminates his/her studies prior to completion;
- a. The child completes the coursework necessary to obtain a degree or certification;

2. The costs PHILIP and DIANA shall be responsible to pay shall include tuition; books; registration, laboratory and other required fees; supplies; dormitory fees; and the cost of round trip transportation between the school and the child's home if the distance one way is greater than 100 miles for up to three round trips per year. PHILIP and DIANA's obligation hereunder shall terminate as to each child upon the first of the following to occur:

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the property must be placed for sale or Philip must purchase Diana's interest per paragraph 5A below.

with another person on a resident continuing conjugal basis, at which  
Commencing the effective date hereof, PHILIP shall be solely responsible for payment of all amounts due for the mortgage, real estate taxes, insurance, maintenance, minor repairs and utilities of the marital residence until it is sold. PHILIP shall be given a credit at closing for the amount by which he reduces the principal of the mortgage following the effective date hereof, and he shall be entitled to deduct on his Federal and State income tax returns all real estate taxes paid by him. Minor repair shall be defined as any individual repair costing \$200 or less. If a major repair becomes necessary prior to the property being sold, the parties shall confer and decide if the repair must be done, the work to be done and the person(s) to do the work. The parties shall agree in writing or jointly sign an agreement for any repair work for which they are both responsible to pay. PHILIP and DIANA will divide equally the cost of said repair, each paying one-half at the time payment(s) is (are) due. If the parties are unable to agree as to the need for a repair or the cost for the same, the matter shall be determined by a Court upon petition by either party. Major repair shall be defined as including but not limited to repair of the electrical plumbing, heating and air conditioning systems, the roof, concrete repair or replacement if the cost of the repair is \$200 or more. The parties shall also share equally the necessary cost to fix the residence for sale; however, DIANA shall not be obligated to pay any such expense if it was made necessary by waste or intentional damage by PHILIP.

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2. If either party fails to pay amounts pursuant to paragraph A(1) above, the amount not paid <sup>plus interest at 9% p.a.</sup> shall be deducted from the owing party's share of sale proceeds and paid as appropriate, including to the other party if that person has advanced the amount in behalf of the owing party.

3. Sale. At the time the house is sold, the parties shall cooperate and jointly execute a listing agreement for sale. They shall confer to select the listing real estate broker and determine the listing price. If PHILIP and DIANA are unable to agree as to the listing price, it shall be determined by the listing broker. The house shall remain continuously offered for sale until sold, with the parties being obligated to execute listing renewals or new listings as they elect.

4. Distribution of Sale Proceeds. Upon sale, the proceeds shall be used to pay first the costs of sale, including the broker's commission, title, transfer taxes and reasonable attorney's fees. Next, the balance due for the mortgage to Bowest Corp. shall be paid. The amount of mortgage principal reduction shall be credited to PHILIP. The balance remaining shall be divided fifty percent (50%) to PHILIP and fifty percent (50%) to DIANA. Finally, any amounts due for repairs to the marital residence (paragraph 1 above) shall be paid from the applicable party's share to the other party or a creditor as appropriate. The parties shall each be responsible for one-half the gain realized upon sale for tax purposes.

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5A. Notwithstanding the foregoing, PHILIP shall have the right to purchase DIANA's interest in the marital residence at any time he elects. The amount PHILIP pays shall be determined based on the fair market value of the property at the time. The fair market value shall be determined by an MAI appraiser selected by ~~the parties or the court if they cannot agree.~~ ~~DIANA from three names provided to her by PHILIP.~~ The individual MAI appraiser selected by ~~DIANA~~ shall conduct an appraisal of the property and his/her statement of fair market value shall be binding as to both parties. The cost of the appraisal shall be divided equally by the parties. ~~If PHILIP purchases DIANA's interest within six years from the date hereof,~~ the amount ~~he~~ <sup>Philip</sup> pays <sup>to Diana</sup> shall be calculated as follows: The fair market value shall be determined, from that amount shall be deducted: (a) ~~the balance of the mortgage,~~ (b) the amount by which the principal of the mortgage has been reduced from the effective date of this Agreement to the date PHILIP purchases DIANA's interest; ~~(c) an amount equal to a broker's commission of 3 1/2% of the fair market value in consideration of the broker's commission which would be due if the house were sold on the open market;~~ (c) the amount of any excess contribution by PHILIP for major repair plus interest per paragraph A(1) <sup>and 2.</sup> <sup>Fifty</sup> percent of the resulting net value is the amount PHILIP shall pay to DIANA. As illustration, assuming a fair market value of \$250,000 <sup>a mortgage balance of \$100,000,</sup> and a reduction in the mortgage principal of \$15,000 and no excess contribution for repair, the amount PHILIP pays DIANA would be calculated as follows:

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Fair Market Value	\$250,000
Reduction of Mortgage Principal	(15,000)
<del>3 1/2% Commission Mortgage Bal.</del>	<del>(8,750) (100,000)</del>
Excess Repair Contribution	-0-
	<u>\$135,000</u>
	<del>\$226,250</del>

NET VALUE:  
 $\$135,000 \times 50\% = \$67,500$

~~$\$226,250 \times 40\% = 90,500$  - amount ~~PHILIP~~ pays DIANA~~

~~5B. If PHILIP purchases DIANA's interest more than six years following the effective date of this Agreement, he shall pay an amount calculated above, but he shall pay 50% of the net value rather than 40%.~~

5C. If PHILIP purchases DIANA's interest within six years of the date of a Judgment of Dissolution dissolving the parties' marriage, the parties shall acknowledge the transaction one relating to the ending of their marriage for tax purposes, and, accordingly, a non-taxable event pursuant to Internal Revenue Code Section 1041.

5D. PHILIP and DIANA further agree to treat such a purchase by PHILIP more than six years after entry of a Judgment of Dissolution of Marriage as one not relating to the ending of their marriage and so a taxable event to PHILIP and DIANA. PHILIP agrees to pay DIANA fifty percent after six years based, in part, on this tax difference. If, despite the parties' agreement, PHILIP's purchase of DIANA's interest is finally determined by the IRS, Tax Court or other administrative body to be a transaction related to the ending of a marriage and so is not a taxable event to either party, then the amount PHILIP pays to DIANA shall be adjusted and reduced, so the amount he pays after tax considerations is effectively no more than fifty percent of the

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amount as set forth in paragraph 5A above. The adjustment may be made either at the time of payment or such later time as the parties' declaration is disallowed by the IRS, tax court, or other authorized body.

## B. Furniture and Furnishings

PHILIP and DIANA have divided all household furniture and furnishings by agreement and each shall retain that which is in their possession respectively.

## C. Savings Bonds

PHILIP holds in his name U.S. Savings Bonds purchased through his employment. The aggregate value of the bonds is approximately \$2,000. Within fourteen days of the effective date of this Agreement, PHILIP shall request transfer of the title of the bonds to himself and DIANA jointly for the benefit of the parties' children. The bonds shall be held or converted to another form of investment if agreed by the parties, to be used for post-high school education/training expenses of the children. If any funds remain when the last of the parties' children reaches 23 years of age, the remainder shall be distributed to one or more of the children as PHILIP and DIANA shall agree. If they are unable to agree, the funds shall be distributed evenly to Joseph, Daniel, Regina and Ryan if then living.

## D. Other Property

1. PHILIP shall keep, as his sole and separate property, free and clear of any claim by DIANA, all of the

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following property, and DIANA shall execute any document reasonably required to convey his interest therein:

- a. The 1985 Chevrolet Celebrity wagon;
- b. All current balances in any checking, savings or money market account standing in his name alone;
- c. All his clothing, jewelry, books and personal effects;
- d. His pension and any other retirement benefits with the Sanitary District Employees and Trustees Annuity and Benefit Fund and any successor thereto; and
- e. All Panhandle Eastern Pipeline stock in his name.

2. DIANA shall keep, as her sole and separate property, free and clear of any claim by PHILIP, all of the following property, and PHILIP shall execute any document reasonably required to convey his interest therein:

- a. The 1980 Chevrolet Citation automobile;
- b. All current balances in any checking, savings or money market account standing in her name alone, and
- c. All her clothing, jewelry, books and personal effects.

## VII. Marital Debt

A. PHILIP shall be responsible for payment of the following marital charge accounts: Sears Account #153113578246; Amalgamated Mastercard Account #5418-8300-3100-1568; and Manufacturers Hanover Mastercard Account #5217-9286-1136-6337 (charges through August 31, 1989).

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B. DIANA shall be responsible for payment of all charges incurred by her after August 31, 1989, on the Manufacturers Hanover Mastercard account and any other obligations incurred by her except the Sears and joint Mastercard accounts referred to above.

C. PHILIP and DIANA mutually represent to their knowledge there are no other marital debts except for the mortgage on the marital residence referred to in Article VI(A)(1) above.

## VIII. Attorney's Fees

Each of the parties shall be responsible for his or her attorney's fees and costs incurred in the Pending Case or any action for dissolution of marriage subsequently commenced by either of them, indemnifying and holding the other harmless thereupon.

## XI. General Provisions

A. This Agreement shall become effective and binding only upon the entry of a Judgment for Dissolution of Marriage between the parties.

B. Each party shall execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in this Agreement. At any time and from time to time after the execution of this Agreement, each party shall 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

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manner herein agreed and provided. If either party for any reason fails or refuses to execute any such document, 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.

C. Titles and subheadings used in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

D. Any word in the text of this Agreement shall be read as a singular or a plural and a masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

E. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of either party.

F. The parties may only amend or modify this Agreement in writing. No oral agreement shall be effective to in any manner modify, terminate or waive any terms or conditions of this Agreement.

G. The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

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H. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, personal representatives and assigns.

## X. Mutual Releases

A. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each party forever relinquishes, releases, waives and forever quit-claims and grants to the other, his or her heirs, personal representatives and assigns, all rights of dower, inheritance, descent and 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 relationship existing between them, 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, whether marital or non-marital, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or expectancy and whether vested or contingent.

B. Each of the parties does hereby forever release, relinquish and waive any and all rights of action the other party may have against the other personally for any act or omission occurring during or arising out of the marriage, whether intentional or otherwise. In the event either DIANA or PHILIP should bring an action against the other in the future for some injury suffered during or as a result of the parties' marriage and

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as a result of an act or omission on the part of the other, the this Agreement, when pleaded, shall constitute a full satisfaction of the claim.

IN WITNESS WHEREOF, DIANA CARROLL and PHILIP CARROLL have hereunto set their hands and seals this day and year first above written.

*Diana Carroll*  
\_\_\_\_\_  
DIANA CARROLL

*Philip A. Carroll*  
\_\_\_\_\_  
PHILIP CARROLL

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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED

1. That the bonds of matrimony now existing between the Plaintiff-Counter-Respondent, PHILIP CARROLL, and the Defendant-Counter-Petitioner, DIANA CARROLL, be and they are dissolved pursuant to statute and a judgment of dissolution be granted to them both.

2. That the written Settlement Agreement between Plaintiff-Counter-Respondent and the Defendant-Counter-Petitioner as hereinabove set forth in full is made a part of this Judgment of Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and given the force and effect of the orders of this Court to the same extent and effect as if said provisions were, in this Judgment set forth verbatim as the judgment of this Court; each party hereto shall perform under the terms of said Agreement.

3. That it is in the best interests of the children of the parties that the parties be awarded the joint care and control of the minor children of the parties in accordance with the terms of the Joint Parenting Order.

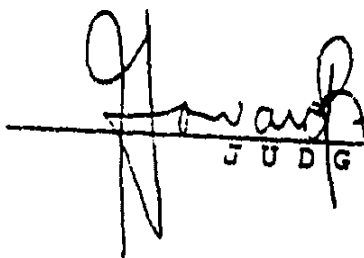
4. That the parties are forever barred from claiming alimony or maintenance, one from the other.

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5. That this Court retains jurisdiction of  
for the purpose of enforcing the terms of this Judgment

ENTER:

  
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MARCIA S. LIPKIN, P.C.  
Attorney for Plaintiff  
140 South Dearborn Street  
Chicago, Illinois 60603  
(312) 782-2220

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

IN RE: THE MARRIAGE OF            )  
PHILIP CARROLL                    )  
    Petitioner                      )  
                                      )  
and                                    )  
                                      )  
DIANA CARROLL                     )  
    Respondent                     )

No. 89 D 12998

JOINT PARENTING ORDER

This matter coming on to be heard on the Petition for  
Dissolution of the Marriage of PHILIP CARROLL and DIANA CARROLL  
and the parties agreeing to an Order of joint custody of  
minor children, namely JOSEPH CARROLL, born on July 1,  
<sup>twelve (12)</sup>  
presently ~~eleven (11)~~ years of age; DANIEL CARROLL, born  
<sup>eleven (11)</sup>  
8, 1979, and presently ~~ten (10)~~ years of age; REGINA  
<sup>eight (8)</sup>  
born May 28, 1982, and presently ~~seven (7)~~ years of age;  
<sup>five (5)</sup>  
CARROLL, born June 19, 1985, and presently ~~four (4)~~ years  
pursuant to Ch. 40, Sec. 602 of the Ill. Rev. Stat., the parties  
being advised in the premises, and having jurisdiction hereover,  
the Court making the following findings:

- A. That the residential circumstances of each parent justify  
an award of joint custody.
- B. The parents possess the ability to cooperate effectively  
and consistently with each other towards the best interests of  
children.
- C. The maximum involvement and cooperation of both parents is  
in the best interests of the children.

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regarding the physical, mental, moral, and emotional  
of the children is in the best interests of the child

THEREFORE, IT IS HEREBY ORDERED:

1. JOINT CUSTODY. The Court orders that joint  
JOSEPH CARROLL, DANIEL CARROLL, REGINA CARROLL and  
be awarded to PHILIP CARROLL, (hereinafter refe  
"RESIDENTIAL-PARENT") and DIANA CARROLL, (hereinafter  
as "NON-RESIDENTIAL-PARENT"), with PHILIP CARROLL to  
physical possession of the children.

2. EDUCATION. The RESIDENTIAL-PARENT shall take  
necessary action with the school authorities of the  
which the children are enrolled to:

A. List the NON-RESIDENTIAL-PARENT as a parent of  
children. **3977066**

B. To authorize the school to release to  
RESIDENTIAL-PARENT any and all information concerning  
children;

C. To insure that the NON-RESIDENTIAL-parent  
copies of any notices regarding the children.

3. The RESIDENTIAL-PARENT shall promptly transmit  
NON-RESIDENTIAL-PARENT any and all information  
concerning parent-teacher meetings, school club meetings,  
programs, athletics schedules and any other school activities  
which the children may be engaged or interested.

4. The RESIDENTIAL-PARENT shall promptly after  
same furnish to the NON-RESIDENTIAL-PARENT a photocopy

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children's grade cards or report cards and copies of any other reports concerning the children's status or progress.

5. The RESIDENTIAL-PARENT shall when possible arrange appointments for parent-teacher conferences at a time when the NON-RESIDENTIAL-PARENT can be present and whenever possible they shall be attended by both parents.

6. MEDICAL AND HEALTH CARE. The RESIDENTIAL-PARENT shall promptly inform the NON-RESIDENTIAL-PARENT of any serious illness of the children which shall require medical attention. Elective surgery shall only be performed after consultation with the NON-RESIDENTIAL-PARENT. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without consultation with the parent who does not have physical custody of the children when necessary for the preservation of life or to prevent a further serious injury, provided however, that if time permits, the other parent shall be consulted and in any event informed as soon as reasonably possible.

7. Both parents shall inform each other of any medical or health problems which arose while they had physical custody of the children when the information of said medical or health problem would aid the other parent in the care and treatment of the children. Both parents shall provide each other with any medications which the children are taking at the time of the transfer of custody and with sufficient information to allow the parent assuming custody to obtain refills of that medication.

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8. Both parents shall, when requested, provide information to the other parent regarding the names, addresses, telephone numbers, and other necessary facts concerning the providers of any medical or health care to the children. Further, both parties hereto shall direct any and all such providers of said medical or health care to the children to release any and all medical or health care information to the other parent.

9. Each parent shall at all times conduct themselves in a manner which promotes the cooperation and involvement of the other parent on any matters which concern the medical and health care of the children, keeping in mind that the cooperation and involvement of both parents on issues regarding medical and health care of the children are in the best interest of the children.

10. The terms of the Judgment for Dissolution and Settlement Agreements entered into between the parties regarding health and dental insurance, to cover the medical care and treatment of the minor children are hereby incorporated herein and made a part of this order.

11. VISITATION. The parties agree to reasonable and liberal visitation privileges for the NON-RESIDENTIAL-PARENT which shall include, but not be limited to the following specific schedule:

- a. Every other weekend from Friday evening at 6:00 p.m. to Sunday evening at 8:00 p.m.
- b. One evening per week for dinner from 6:00 p.m. to 9:00 p.m. upon three days notice. Provided further

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that the same shall be an overnight visit on any day when the children do not have school on the following day upon the election of DIANA.

c. Every Wednesday from ~~6:00~~<sup>9:00</sup> a.m. to 7:30 p.m.

d. Each and every summer for a period of five weeks.

The parties recognize and acknowledge that the children are involved in various summer activities such as soccer and baseball, and that DIANA shall schedule her five weeks so as not to interfere with the children's summer activity schedule if at all reasonably possible.

The parties agree and acknowledge that these summer schedules of the children are not available until sometime in May or June each year. Accordingly, the decision of DIANA as to which five weeks she will have the children in the summer shall be made within ten days after Philip provides her with copies of the children's summer activities schedules.

e. Thanksgiving day during all even numbered years, to include the entire weekend, namely from Wednesday evening at 6:00 p.m. to Sunday evening at 6:00 p.m.

f. In even numbered years, Mrs. Carroll shall have Christmas visitation from noon on Christmas Day, and for one week thereafter. In odd numbered years, Mr. Carroll shall have the children from noon on Christmas Day, and for one week thereafter. During those years, the children shall spend the balance of their Christmas

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vacation including Christmas Eve Day until noon on Christmas Day with DIANA.

g. Easter Weekend from Friday evening at 6:00 p.m. to Sunday evening at 8:00 p.m. in odd numbered years.

h. Memorial Day in even numbered years, and Labor Day in odd numbered years, to include the entire holiday weekend from the children's last school day at 6:00 p.m., to the evening prior to their return to school at 8:00 p.m.

i. Mrs. Carroll shall also have visitation on July 4th during odd numbered years. When the 4th of July is part of a holiday weekend, she shall have the children for an entire weekend. Likewise, during even numbered years, when Mr. Carroll has the children for the 4th of July, and it is part of a holiday weekend, he shall have the children for the entire weekend. When the 4th of July is celebrated not as part of a weekend, during Mrs. Carroll's years (odd numbered), she shall have the children from 9:00 a.m. to 10:00 p.m.

12. The parties shall adhere to the following rules with respect to the custody of and visitation with the minor children:

A. Each parent shall refrain from discussing the conduct of the other parent in the presence of the children except in a laudatory or complimentary way.

B. Under no circumstances shall the question of child

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support, either as to amount, manner, or transmission of payment, be raised in the presence of the children.

C. The RESIDENTIAL-PARENT shall not threaten to withhold visitation from the NON-RESIDENTIAL-PARENT. The NON-RESIDENTIAL-PARENT shall not threaten to prevent or delay the return of the children to the RESIDENTIAL-PARENT after a period of visitation.

D. The RESIDENTIAL-PARENT shall see that the children are properly dressed for visitation with the NON-RESIDENTIAL-PARENT. The children shall be available at the time mutually agreed upon between the parties for the beginning of visitation.

E. The NON-RESIDENTIAL-PARENT shall advise the RESIDENTIAL-PARENT as soon as possible if the NON-RESIDENTIAL-PARENT is unable to keep a planned visitation with the children.

F. Both parents shall not unreasonably question the children regarding the activities of the other parent.

G. Neither parent shall expose the children to any immoral conduct between the parent and any member of the opposite sex. Further, no person to whom either party is not related by marriage or otherwise shall be present overnight when the children are with them.

H. Neither parent shall drink to excess in the presence of the children and the NON-RESIDENTIAL-PARENT shall not visit the children if the NON-RESIDENTIAL-

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PARENT has, shortly before said visitation, been drinking alcoholic beverages.

I. The NON-RESIDENTIAL-PARENT shall not visit the children at unreasonable hours.

J. The NON-RESIDENTIAL-PARENT shall work with the RESIDENTIAL-PARENT to arrange visitation schedules which shall take into account the children's educational, athletic and social activities. The NON-RESIDENTIAL-PARENT may take the children to appropriately planned activities. The RESIDENTIAL-PARENT shall use all best efforts to schedule such activities in a manner which does not interfere with the NON-RESIDENTIAL-PARENT'S rights of visitation. As soon as the children's schedules have been determined for such activities, the RESIDENTIAL-PARENT shall provide notice of the enrollment and of the schedule to the NON-RESIDENTIAL-PARENT.

(not more than 2 weeks)  
K. Either parent may temporarily take the children to another state for vacation or for other good reason with reasonable notice to the other parent.

L. In the event the NON-RESIDENTIAL-PARENT takes a child for an extended period to a place other than the NON-RESIDENTIAL-PARENT'S residence, the NON-RESIDENTIAL-PARENT shall inform the RESIDENTIAL-PARENT of the children's whereabouts (likewise for

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RESIDENTIAL-PARENT when the children are out of state with RESIDENTIAL-PARENT).

M. If visitation does not occur, through no fault of NON-RESIDENTIAL-PARENT, compensatory visitation shall be arranged.

N. Both parents shall, at all times, conduct themselves in a manner which promotes the beneficial effect on the minor children of visitation with the NON-RESIDENTIAL-PARENT.

O. The parties shall consult and share in the making of all decisions regarding the children, including but not limited to medical treatment, education and religion, except for those routine day-to-day decisions regarding the children and their care, which shall be made by PHILIP as the RESIDENTIAL-PARENT.

P. Each parent shall keep the other advised of an address and telephone number where they can be reached at work or at home, until the last of their children is emancipated.

Q. MEDIATION OF CONFLICTS. If any conflicts arise between the parents as to any of the provisions of this Joint Custody Order or the implementation thereof, the complaining parents shall first notify the other parent of the nature of the complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict. Wherever practicable under the



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circumstances, said complaints shall be made in written form and given to or mailed to the other parent. The parent receiving said complaint shall, when practicable, reply to the complaint in a similar manner in written form. If the parties are unable to resolve their conflict within a reasonable period of time, the parties agree to mediation of their conflict by meeting with the Marriage Family Mediation Service, Richard J. Daley Center, Chicago, Illinois, or any other mediating service agreeable to both parties when said matters do not involve any immediate danger to the physical, psychological or emotional health of the minor children. Both parties shall equally pay for said services. If there is an immediate and present danger,

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the parties may seek court assistance without mediation unless, so ordered by court.

ENTER this 30<sup>th</sup> day of July, 1970.

ENTER:

J. R. Kaufman  
JUDGE

APPROVED:

Philip Carroll  
Petitioner

Ligia Carroll  
Respondent

JOHN M. KING  
Attorney at Law  
17450 S. Halsted  
Suite 3 West  
Homewood, Illinois 60430  
(708) 957-8555  
Attorney No. 22950

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IN THE ORDER OF THE COURT  
IN THE CASE NO. 70-10000-0000  
STATE OF ILLINOIS

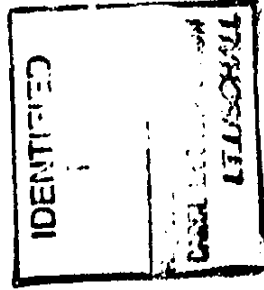
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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11-1-16 *[Signature]*

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.