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STATE OF ILLINOIS

398777-1

COUNTY OF COOK

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

IN RE: THE MARRIAGE OF)

SHIRLEY J. NELSON,)
Plaintiff)

and)

ROBERT NELSON,)
Defendant)

No.

84 D 9237

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition for Dissolution of Marriage by the Plaintiff, the appearance of Defendant filed thereto, and the stipulation of the parties that the cause might be heard as in cases of default; Plaintiff appearing in person and by her attorneys, GETTY AND GEVERS, and the Court having examined the Property Settlement Agreement heretofore entered into by and between the parties, and the Court having heard the testimony in open Court of the Plaintiff in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised on the premises, FINDS THAT:

1. This Court has jurisdiction of the parties hereto and of the subject matter hereof;

2. The Plaintiff was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety days next preceding the making of the findings:

Know no rights, fees (acc from H to W, no consideration)

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3. The parties were married on September 28, 1968, and said marriage was registered in Cook County, Illinois.

4. No children were born to the parties as a result of the marriage; two children were adopted by the parties and the Plaintiff is not now pregnant.

5. Without cause or provocation by the Plaintiff, Defendant has been guilty of extreme and repeated mental cruelty toward the Plaintiff.

6. The Plaintiff has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence and that a Judgment for Dissolution of Marriage should be entered herein.

7. The parties hereto have entered into a Property Settlement Agreement dated May 16, 1984, concerning the questions of the respective rights of each party in and to the property, income or estate which either of them now own 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. It is in words and figures as follows:

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AGREEMENT

THIS AGREEMENT made and entered into by and between ROBERT NELSON, hereinafter referred to as "husband"; and SHIRLEY NELSON, hereinafter referred to as "wife"; both being residents of the County of Cook and State of Illinois.

WHEREAS, the said parties are now husband and wife, having been married on September 28, 1968, at Cook County; and

WHEREAS, irreconcilable differences have arisen between the parties; and

WHEREAS, wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, against husband, known as Case No. _____, and entitled "IN RE: THE MARRIAGE OF SHIRLEY NELSON, Plaintiff, and ROBERT NELSON, Defendant, and this case is pending and undetermined; and

WHEREAS, the parties hereby consider it in their best interest to settle between themselves now and forever their respective rights of property, homestead, support, and any and all other rights of property and/or otherwise growing out of the marriage 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, real, personal or mixed, now owned or which may hereafter be acquired by either of them; and

WHEREAS, each party warrants and states that they have made a full disclosure to each other of all properties owned by them and of the income derived therefrom and is fully advised as to his or her rights in relation thereto; and

WHEREAS, the wife has employed and had the benefit of the counsel of GETTY AND GEVERS, as her attorneys. That the husband has not employed an attorney

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and he has not had the benefit of counsel and the husband acknowledges that he has the absolute right to retain an attorney but he has voluntarily chosen not to hire an attorney. The husband acknowledges that GETTY AND GEVERS is serving as the wife's attorney only and the husband has not received any recommendations or advice from GETTY AND GEVERS: and

WHEREAS, this Agreement is not made to induce or instigate a dissolution action, and is not an agreement for dissolution, but is made solely for the purpose of settlement of certain property rights between the parties hereto.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration hereto expressed, the parties hereto agree as follows:

1. That husband and wife agree that wife is a fit and proper person to have the custody of their children and have decided that the wife shall have the physical care, custody, control and education of the minor children of the parties, namely, TRACEY, born April 3, 1976, and MARK, born January 25, 1980.

2. That husband shall have liberal rights of visitation with the children upon adequate notice to wife. That said visitation shall be at least every other weekend and two weeks of vacation each year. He shall also provide care for the children on weekends and/or evenings when the wife works whenever possible.

3. That husband shall pay to wife as and for unallocated support the sum of \$2,250.00 per month commencing on the entry of Judgment for Dissolution of Marriage herein. Said payments to be made in installments on the 2nd and 16th days of each month. Husband shall continue to pay that amount until August 1, 1989, or at such time as the death or remarriage of the wife. Beginning August 1, 1989,

or upon the remarriage of the wife, husband shall then pay a minimum of ~~\$750.00~~ ^{\$1500.00 PER MONTH FOR} ~~per month per child as and for child support.~~ ^{SAID SUMMIT UNTIL 4-1-94. BEGINNING 4-1-94, HUSBAND SHALL PAY A MINIMUM OF 750.00 PER MONTH FOR UNALLOCATED SUPPORT UNTIL 2-1-98} ~~any increase in husband's salary will bring corresponding increase in child support.~~ The exact amount of child support ^{MAINTENANCE} to be determined in July, 1989, and based on husband's income, wife's income and the children's needs at that time. In addition, husband shall maintain and pay for hospitalization and medical insurance on said children. Wife shall be respon-

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sible for ordinary medical and dental care of the children not covered by insurance and she shall be given any insurance payments for medical care for medical care for which she had already paid. Husband shall also be responsible for extraordinary medical and dental care of the children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care. but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like.

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

Husband's obligation to pay child support and provide other benefits described above and hereinafter ~~for the aforesaid children~~ ^{BE ADJUSTED OR} shall terminate upon the occurrence of any of the following:

- a. The death of husband;
- b. The death of wife;
- c. The death of child;
- d. The emancipation of the child; or
- e. The child graduating from high school or reaching 18 years of age, whichever comes last.

f. THE REMAINDERS OF WIFE

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5. That husband shall maintain in force and unencumbered, life insurance policy or policies on his life, with proceeds in the minimal amount of \$170,000.00. Husband shall name the children as beneficiaries of the proceeds of said life insurance policy or policies. All of the policies, their cash values

case of serious illness or military service. after graduation from high school, except the time shall be extended in the are within financial capability, and shall be limited to four consecutive years for advanced education and also that the expenses involved in connection therewith the children is predicated upon the demonstration of the children of a propensity The husband's obligation to provide college education for

determination upon proper notice and petition. respect to any of the foregoing, a court of competent jurisdiction shall make the In the event that the parties cannot agree upon the school to be attended or in re- unreasonable withhold his or her consent to the expressed preference of the children children's expressed preference; provided, however, that neither party shall

the choice of college, shall be made jointly by the parties and shall consider the The decisions affecting the education of the children, including or professional school, those round trips not to exceed four in any calendar year. children of the children are in attendance at an out-of-town trade school, college expenses between the trade school, college or professional school and the home of the or fraternal dues, assessments and charges, and round trip transportation ex- books, supplies, registration and other required fees, board, lodging, sorority expenses" there is meant and included, but not by way of limitation, tuition, and professional school education expenses of the children. By "education 4. That husband shall pay for the trade school or college

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and any and all other rights and interests therein, shall belong entirely to husband and husband may deal with same as he may desire upon the youngest child attaining the age of 24.

6. That husband hereby waives and releases any and all claim for maintenance and support either past, present or future and to any pension rights and profit sharing plan which wife may possess.

7. Wife hereby waives and releases any and all other claim for maintenance and support, either past, present or future, and to any pension and profit sharing plans of husband so long as property distribution in this agreement is in effect.

8. That wife shall have as her own property, free of any interest in husband the following property:

a. Her clothing, jewelry, personal items and properties;

b. All furnishings, fixtures and furniture previously divided between the parties and each, by signing this agreement, agrees to said distribution; and

c. 1982 Pontiac, Prairie Federal All-Savers Certificate, the sum of \$1,100.00 from the Chicago Bank of Commerce paid at the sum of \$100.00 per month beginning January 1, 1985, and continuing until she has received \$1,100.00, and all savings she has accrued since the separation on August 1, 1983.

Husband shall execute all documents or take any action necessary to transfer said property to wife.

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... caused her by his failure to pay said accounts when due.

... shall reimburse her for any expense whatsoever, including legal

Husband shall hold wife harmless from any claim or expense in regard

... automobile in his possession.

Fennys, Sears, Vitas, Lyctons, Wickes, Carsons, American Express and Van on

11. That husband shall be responsible for paying the following debts:

... shall become the sole property and possession of the wife.

Lot 2 in Block 7, in Resubdivision of Blocks 2, 3, 4, 5, 6 and 7, and the streets and alleys adjacent thereto in Olympia Fields Subdivision, being a subdivision of the Northeast Quarter of the Southeast Quarter of Section 14, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois and that part of the east 1003.0 feet West of Illinois Central Railroad Company westerly right-of-way line of the Southeast Quarter of Section 14 aforesaid and the North 30.0 feet and the North 30.0 feet, except the East 1003.0 feet of the Southeast Quarter of the Southeast Quarter of Section 14 aforesaid; quarter of the Southeast Quarter of Section 14, aforesaid;

Fields, Illinois, and legally described as follows:

10. That the marital residence located at 20401 Hellenic, Olympia

transfer said property to husband.

Wife shall execute any documents or take any action necessary to

he has accrued since the separation on August 1, 1983.

note held by the parties on a condominium, the Kemper Money Market, and all savings

c. The 1980 Toyota, all Standard Oil stock, the 60% interest on the

and

between the parties, and each, by signing this Agreement, agrees to said distribution;

b. All furnishings, fixtures and furniture previously divided

a. His clothing, jewelry, personal items and properties;

in wife the following property:

9. That husband shall have as his own property, free of any interest

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16. In order to serve the best interests of the minor children, the parties agree to the timely exchange of vital information regarding the children's health and progress in school. Medical and school records shall be

full power to dispose of the same.

each of them shall own and enjoy, independently of any claim or right of the other, all items of personal property of every kind, whether now held by him or her, with divided their personal property to their mutual satisfaction and that henceforth

15. That other than as above provided, the parties have heretofore

equally and if there shall be any amounts due, the payment shall be shared equally.

tax returns for the year 1983. Any refund which may be due shall be shared

14. That husband and wife shall file joint Federal and State income

or when due.

fees, caused her or him by the other party's failure to pay such debts in full

and shall reimburse the other party for any expense whatsoever, including legal

claim or expense in regard to any additional debts incurred by them individually,

13. That husband and wife shall hold one another harmless from any

legal fees caused her by his failure to pay said accounts when due.

regard to said debts and shall reimburse her for any expense whatsoever, including

Wife shall hold husband harmless from any claim or expense in

responsibility.

taxes and homeowner's insurance on the marital home shall be the wife's sole

Olympia fields and the lien on automobile in her possession. That the property

First and Second mortgages on the marital residence located at 20401 Hellenic,

12. That wife shall be responsible for paying the following debts:

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20. This Agreement shall be submitted to the Court for its

under this paragraph.

for the purpose of enforcing any or either of the rights specified in and relinquished

after sue the other, or his or her heirs, executors, administrators and assigns

executors, administrators or assigns, that neither of them will at any time here-

hereto further covenants and agrees for himself and his or her heirs,

whether now owned or hereafter acquired by such other party. Each of the parties

in or to, or against the property of the other party, or his or her estate,

future law of any state or of the United States of America, or of any other country,

the marital relations now existing between the parties hereto under any present or

may hereafter have, as husband, wife, widower, widow, or otherwise by reason of

of homestead, and all other property rights and claims which he or she now has or

does hereby forever waive, release and quit claim to the other party all rights

19. That, except as herein provided, each of the parties hereto

and hold him or her harmless from such expenses.

provisions and terms of this Agreement, the obligator shall indemnify the other

as a result the other incurs any expense, including legal fees, to enforce the

fails to duly perform his or her obligations and undertakings hereunder, and

18. That in the event either party willfully or unreasonably

GETTY AND GEVERS prior to entry of the judgment herein.

of wife's attorneys' fees in the amount of \$350.00, said amount to be paid to

17. That husband shall be responsible for paying the balance

made available to both parents.

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SUBSCRIBED AND SWORN TO before me this 16th day of May, 1984. [Signature] Notary Public

SHIRLEY J. NELSON

I, SHIRLEY J. NELSON, being first duly sworn on oath, depose and state that I have read the above agreement; that I understand its contents; that I intend to be bound by same, and hereby acknowledge that I affixed my signature thereto on the date above set forth, as my free and voluntary act.

STATE OF ILLINOIS
COUNTY OF COOK

ROBERT NELSON

[Signature]

SHIRLEY J. NELSON

their signatures on this 16th day of May, 1984.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed

approval in the event of a hearing on Petitioner's Petition for Dissolution of Marriage, and if approved shall be made a part of the Judgment of Dissolution of Marriage and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the said cause.

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Notary Public

Karen [Signature]

of _____
before me this 16th day of _____ 1984.

SUBSCRIBED AND SWORN TO

ROBERT NELSON

Robert Nelson

voluntary act.

I affixed my signature thereto on the date above set forth, as my free and

contents; that I intend to be bound by same, and hereby acknowledge that

and state that I have read the above Agreement; that I understand its

I, ROBERT NELSON, being first duly sworn on oath, depose

STATE OF ILLINOIS
COUNTY OF COOK

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THEREFORE, by virtue of the Statute of the State of Illinois, it is the judgment of the Court and on motion of said attorney for the Plaintiff, it is hereby ordered:

A. That the parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony heretofore existing between the Plaintiff, SHIRLEY J. NELSON, and the Defendant, ROBERT NELSON, are hereby dissolved as to both parties.

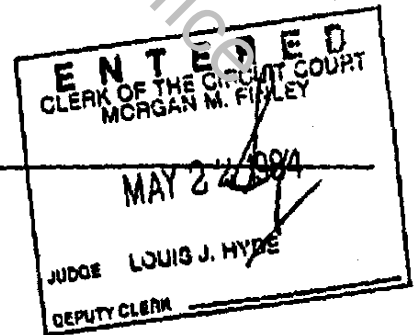
B. That the Property Settlement Agreement between the Plaintiff and the Defendant dated May 16, 1984, and hereinabove set forth in full is made part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders 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.

C. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of the Judgment for Dissolution of Marriage, including all the terms of the Property Settlement Agreement.

D. That all payments shall be made directly to the wife.

ENTER:

JUDGE



GETTY AND GEVERS #91240
Attorneys at Law
15000 Dorchester Avenue
Dolton, IL 60419

708-441-9000

PROPERTY SETTLEMENT AGREEMENT
FILED IN CASE NO. 84-00000
MAY 24 1984
COURT OF CLERK OF THE CIRCUIT COURT
JUDGE LOUIS J. HYDE
DEPUTY CLERK

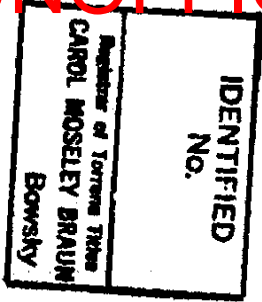
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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES



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Marcia Geeveres
19510 Bohorados Hwy
P.O. Box
Tobsmora, IL
62432

Shirley Nelson
20401 Helton Dr
Olympia Fields, IL
60461

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 7-25-91
Angela P...
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.