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Form #20

3987917

Certificate No. 1349341 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the certificate 1349341 indicated affecting the
following described premises, to-wit:

Lot 1 in the resubdivision of Lot 114 in South Ridgeland Depot sub-
division of the Northeast 1/4 of Lot 6 (except the right of way of
the Chicago and Great Western Railroad) in subdivision of Section 18,
(except the West 1/2 of the Southwest 1/4 thereof) in Township 39 North,
Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 948 South Elmwood, Oak Park, Illinois 60304

PIN: 16-18-413-005-0000

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

Rome A. Helwa

CHICAGO, ILLINOIS 8-14 1991.

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See register

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STATE OF ILLINOIS)

Firm # 91564

COUNTY OF COOK)

) SS

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

IN RE THE MARRIAGE OF)

DIANE HUGHES)

Petitioner)

and)

JOHN F. HUGHES)

Respondent)

No.

91D05825

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming to be heard on Diane Hughes's Petition for Dissolution of Marriage, the Petitioner having appeared in open court in person and by her attorney Patrick J. Raleigh; the Respondent, John F. Hughes, having filed his Pro Se Appearance; the parties having stipulated and agreed that this cause is uncontested and the Court having heard the testimony of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court, having considered all the evidence, a certificate of which is filed herein and further being advised in the premises, the Court makes the following FINDINGS:

1. That the court has jurisdiction of the parties hereto and the subject matter hereof.
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 Marriage.
3. That the parties were lawfully married on July 13, 1975 and said marriage was registered in Cook County, Illinois.

Approved

Diane Hughes
Wife

John F. Hughes
Husband

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4. That the Petitioner is 47 years of age and in the following occupational status: Office Manager; that the Respondent is 47 years of age and in the following occupational status: Cabinetmaker.

5. That one children was born to the parties during their marriage, namely, Merrick Anton Hughes, age ¹⁵ born January 12, 1976 and two children were adopted by the Respondent, namely, Maria Diane, age ²¹ twenty-one and Bruce Philip, age twenty-six, both of whom are fully emancipated. The wife is not currently pregnant.

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 Agreement, before the court as the order and judgment of the Court.

7. That this Court has reviewed the instant Agreement and finds that it is fair and equitable and that said Agreement was not offered or accepted to induce either party hereto to obtain or stimulate a Judgment of Dissolution of Marriage.

8. That Diane Hughes and John Hughes are fit and proper persons to have the care and custody of the minor child of the parties and that it is in the best interests of the child of the parties that the Court adopt verbatim those provisions of the proposed Marital Settlement Agreement of the parties which relate to the custody and care of the children.

9. That the Court finds that since the marriage of the parties hereto, That the Petitioner and Respondent have lived separate and apart for a continuous period in excess of two years (although residing in the same household due to the parties financial conditions) and that irreconcilable differences have arisen and

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Wife

Husband

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have caused the irretrievable breakdown of the marriage; that all attempts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

WHEREFORE, ON MOTION OF THE PETITIONER, IT IS ORDERED:

- A. That a Judgment of Dissolution of Marriage (commonly known as divorce) is hereby granted to Diane Hughes, Petitioner, and to John F. Hughes, Respondent, and that said marriage is hereby dissolved and they are both freed from the bonds and obligations thereof.
- B. That the Marital Settlement Agreement attached hereto is incorporated and merged into this decretal section of this Judgment for Dissolution of Marriage as an Order of this Court and by this reference made a part hereof as if each provision were set out verbatim in this paragraph and further that the Petitioner and Respondent are hereby ordered to comply with each and every provision of the attached Marital Settlement Agreement.
- C. That all personal property has been amicably divided, except as otherwise specifically provided in the attached marital Settlement Agreement.
- D. That each party is forever barred from any claim or interest in the pension, profit sharing or other retirement benefits of the other party, except as otherwise specifically provided in the attached marital Settlement Agreement.
- E. Each party is forever barred from any claim of maintenance from the other party, except as otherwise specifically

Approved

Wife

Diane Hughes

Husband

John F. Hughes

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provided in the attached marital Settlement Agreement.

F. That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provision of the Judgment.

Dated:

ENTERED:

ENTERED

APR 16 1991

JUDGE

D. M. Zimmer
BS

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

[Signature]
Clerk of the Court
COUNTY OF COOK, ILLINOIS
I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

[Signature]
Husband

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

1-12-2011
[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.

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We have read and approve of the above proposed judgment with attached marital settlement agreement and desire that it be submitted to the court for entry as a judgment of the court.

X *John F. Hughes*
John F. Hughes

Diane Hughes
Diane Hughes

Patrick J. Raleigh, attorney at law
FAMILY LAW ASSOCIATES, LTD. #9 564
Attorneys for Diane Hughes
7001 W. North Ave.
Oak Park, IL 60302
(708) 848-7267

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Approved

Wife

Diane Hughes

Husband

X *John F. Hughes*

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MARITAL SETTLEMENT AGREEMENT

I. PARTIES AND PURPOSE OF AGREEMENT

A. PARTIES

THIS AGREEMENT, made this ____ day of _____, 19____, at Cook County, Illinois, by and between Diane Hughes, hereinafter called DIANE and John F. Hughes, hereinafter called JOHN.

B. PURPOSE OF AGREEMENT

The parties hereto consider it is in their best interests to settle between themselves now and forever the questions of maintenance and support for the Wife and Husband, the questions of custody, support, maintenance, medical and related needs and the education of the children of the parties and to fully settle rights of property of the parties and other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may hereafter have or claim to have against the other or in any property of the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other or in any property of the other, whether real or personal now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

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II. PREMISES

A. SPECIFICS OF MARRIAGE

1. Date and Place of Marriage - The parties were married on July 13, 1975, at Cook County, Illinois.

Approved *Diane Hughes* *John F. Hughes*
Wife Husband

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2. Differences have Arisen - Irreconcilable difficulties and differences have arisen between the parties as a result of which they have separated.

B. CHILDREN

That one child was born to DIANE and JOHN during their marriage, namely, Merrick Anton Hughes, ^{JAL DBL SH JAL} age ~~14~~, born January 12, 1976, and two children were adopted, namely, Maria Diane, ^{JAL SH JAL} age ~~twenty-one~~ and Bruce Philip, age twenty-six, both of which are fully emancipated. The Wife is not pregnant.

C. STATUS OF PROCEEDINGS

Diane Hughes has filed or contemplates filing (contemporaneously with this Agreement) a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division.

D. RESERVATION OF RIGHTS

1. Not to Induce Dissolution - This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment of Dissolution of Marriage.
2. Right to Prosecute - Both parties reserve the right to prosecute and defend any action or actions brought by either or both of them regarding the marriage.
3. Agreement shall be Submitted - In the event that the Court so approves, DIANE and JOHN understand and desire that the Agreement be made a part of and merged into any Judgment of Dissolution that may be entered herein.
4. If No Judgment Entered - In the event that the Court does not enter a Judgment for Dissolution of the Marriage of the parties, this Agreement shall be null and void and of no effect.

E. FULL DISCLOSURE MADE

1. Aware of Assets and Income - The parties acknowledge that each has been fully informed of the wealth,

Approved

Diane Hughes
Wife

John F. Hughes
Husband

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property, estate and income of the other.

2. Understand Rights to Assets and Income - Each party also acknowledges that she or he is conversant with all the wealth, property, estate, and income of the other and that each has been fully informed of her and his respective rights in the premises.

F. REPRESENTATION AND WAIVER OF COUNSEL

1. Opportunity to Secure Counsel - Each party has had the opportunity to secure advice, recommendations and undertake investigation with reference to the subject matter of this Agreement.

2. Diane Hughes represented by Patrick J. Raleigh - DIANE has employed and had the benefit of counsel of Patrick J. Raleigh of Family Law Associates, Ltd.

3. John F. Hughes has appeared pro se - JOHN has been told it is advisable to retain counsel and has been encouraged to do so, but has chosen to appear pro se.

4. No Advice from DIANE's Attorney - Other than the preceding warning, JOHN acknowledges that no advice or counsel has been sought from or provided by DIANE's attorneys and understands that they represent only DIANE.

G. FULL COMPREHENSION OF LEGAL RIGHTS

DIANE states that Patrick J. Raleigh has carefully and fully explained the legal rights and duties as between the parties, including:

1. Right to Discovery - The right to pretrial discovery in order to determine the true financial position of the opposing party and that such discovery has been completed to the satisfaction of each party;

2. Waiver of Discovery - If, in fact, little or no discovery has been completed, DIANE, acknowledges that said lack of discovery was at her specific instruction after she had been fully informed of the fact that she had the right to such information and that legal means

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Diane Hughes
Wife

John F. Hughes
Husband

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are available to secure any and all information that may be necessary to determine the facts relating to any matter of concern in the dissolution of the parties' marriage;

3. Potential Consequences of Waiver - DIANE further acknowledges that in the absence of meaningful discovery, Patrick J. Raleigh is limited to providing counsel and advice based only upon those facts presented by DIANE or the opposing party which are not challenged by DIANE; and that the failure to use the power of the court to ascertain the underlying facts at issue may be detrimental unless each party is completely familiar with the other's circumstances;

4. Alternative Outcomes to Settlement - The range of what the Court may order if called upon to decide the case as a contested matter and each party's right to have the Court hear their case as a contested matter; and

5. Meaning of all Provisions - The legal and binding effect of each provision of this Agreement.

H. WRITTEN AGREEMENT IS ACCURATE AND COMPLETE

1. Written Version of Oral Agreement - Patrick J. Raleigh, attorney for DIANE, has drafted this agreement, and this Agreement purports to be, and in fact is, a written version of the final oral agreement reached by the parties prior to this date.

2. No Other Representations Made - Each party states that no representation has been made to him or her by the other party or his or her attorneys other than what is contained in this Agreement;

3. Agreement is Fair - The parties, after carefully considering the terms of this Agreement state that they do not regard it to be unconscionable.

III. COVENANT AND AGREE

Approved

Wife

Miriam Hughes

Husband

Patrick J. Raleigh

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NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, hereinafter set forth, and for other good and valuable consideration, the receipt of which are jointly and severally acknowledged, DIANE and JOHN hereby covenant and agree as follows:

IV. CHILDREN

A. JOINT PARENTING AGREEMENT

1. JOHN and DIANE agree that each is a fit and proper person to have the custody of their minor child and agree that they shall have "Joint Custody" of said child with DIANE 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 child 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. DIANE shall deliver or cause to be delivered to JOHN grade reports, or copies of grade reports, of the child and copies of any other written communications from said school in reference to the child and DIANE will further inform JOHN 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 child, including but not limited to extra curricular activities.

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Diane Hughes
Wife

John F. Hughes
Husband

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d. If required by the school authorities DIANE will authorize the school authorities to release information regarding the child to JOHN.

e. Both JOHN and DIANE 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. DIANE shall advise JOHN of any serious illness or injury suffered by a child of the parties as soon as possible after learning of same. DIANE shall direct all doctors involved in the care and treatment of the children to give JOHN 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.

h. Parental Relationship 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 physical possession; only real emergencies should cause cancelation or changes in

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Wife

DIANE HUGHES

Husband

JOHN F. HUGHES

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physical possession. It is the responsibility of the parent making the change in physical possession to explain to the child and the other parent, before hand, the reasons for the changes.

j. Support and Physical possession are Separate Issues - One concern should not be used as leverage to effect or enforce the other.

k. Period of Adjustment - Both parties shall cooperated closely during the early stages of physical possession, realizing that it may require a substantial period of adjustment for the child and the other parent.

l. Parents Shall Have Separate Lives - Neither party shall use the issue of physical possession as a means of unnecessarily intruding on the private life of the other parent.

m. Schedules and Commitments Shall be Considered - the parties' work schedules and the child's school or child care arrangements shall be considered in arranging physical possession.

n. Telephone Calls Encouraged - Telephone calls to the child of the parties are to be encouraged and are expected to be frequent but at reasonable times.

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

B. PRIMARY PHYSICAL POSSESSION

1. It is agreed by the parties that DIANE shall have the primary physical possession of the minor child the parties and JOHN shall have reasonable and liberal visitation with said child, upon agreement between he

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Wife

Husband

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parties.

C. MEDIATION IN THE EVENT OF A DISPUTE

1. In order to avoid the escalation of disputes into court proceedings, the parties agree that in the event of a dispute over any issues relating to this Joint Parenting Agreement, they shall enter into mediation. The parties shall select a professionally trained counselor or other person as the parties agree upon to act as mediator. Should the parties be unable to agree on the selection of a mediator, they agree to apply to the Court for appointment of a mediator or direct resolution of the contested issue should the Court see fit to rule upon such.

2. The parties further agree to equally divide the cost of the fees of such mediator and any court costs involved in the selection of said mediator. If, after mediation hearings have been completed, and the parties have not reached an agreement on all contested issues, then petition for resolution of the problems shall be made to the Court.

D. CHILD SUPPORT

1. Percentage of Income For Child support - JOHN shall pay 20% of his net income as and for the support of the minor child of the parties.

2. Basis of percentage - the parties are aware of and have considered the minimum support guidelines, enacted by the Illinois Legislature and contained in the Illinois Marriage and Dissolution of Marriage Act, Ill. Rev. Stat. ch. 40, par. 505; in determining that JOHN shall pay the above percentage of his net income as and for the support of the children of the parties.

3. Definition of Net Income - Net income is defined as that enumerated in Ill. Rev. Stat. ch. 40, par. 505 (a) (3) a, b, c, d, e, f, g, but with no deductions for

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Wife

Husband

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substantial debts pursuant to Ill. Rev. Stat. ch. 40, par. 505 (a) (3) h; since the parties have no debts the repayment of which would substantially reduce the amount of income available for the support of the minor children of the parties.

4. Current Amount due - Based upon the current income and expenses of JOHN, JOHN shall pay the sum of \$400.00 per month as and for the support of the children of the parties.

5. Minimum Amount - Said current amount due shall be the minimum amount to be paid for the support of the children of the parties and shall not be reduced without further order of the court, even if said amount is now or is in the future in excess of the percentage agreed upon.

6. Increase in Current Amount Due - In the event that JOHN's income increases significantly, DIANE shall have the right to petition the Court to modify the amount due to reflect said increase. The resulting modification will in no event be less than the agreed upon percentage or the minimum amount specified above.

7. Manner of Payment - Payment shall be made directly to Diane Hughes and not through the Clerk of the Circuit Court of Cook County, IL, pursuant to an order of withholding.

E. MEDICAL, DENTAL AND OTHER NEEDS OF CHILDREN

1. Medical/Dental & Hospitalization Coverage - JOHN shall be responsible for providing the following medical/dental and hospitalization insurance, under the terms and conditions set forth.

a. Type and Duration of Coverage Required - For so long as the responsible party has an obligation for the support or educational support of a child of the parties, he shall maintain such child as a

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Wife

Husband

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beneficiary on his present medical, dental and hospitalization policy, or a policy with substantially similar benefits. In the event that the responsible party does not presently have medical\hospitalization insurance in force, that party shall secure such a policy with benefits and coverage equal or greater than those provided in the most widely held Blue Cross/Blue Shield policy held in Illinois.

b. Proof of Coverage - JOHN shall provide DIANE with current identification cards in order to enable her to identify the child's coverage under JOHN's policy of health insurance.

2. Routine Medical, Dental and Mental Health Care

a. Definition- Routine medical, dental and mental health care is defined as those expenses and costs which are associated with medical checkups, standard inoculations, treatment of minor illnesses requiring no more than three office visits to the children's doctor within a one month period; all expenses for routine dental check-ups and minor treatment not exceeding one hundred and fifty dollars in any one course of treatment, or in any one month; and those expenses associated with a course of psychiatric, psychological, or other mental health treatment which does not exceed two hundred dollars a month or extend for a period in excess of five months no matter what the monthly cost may be.

b. Responsible Party - JOHN shall be responsible for and pay for and secure the routine medical, dental and mental health care of the children of the parties not covered by insurance.

3. Extraordinary Medical, Dental and Mental Health Care

a. Definition - The term, "Extraordinary" shall

Approved

DIANE HEPNER
Wife

JOHN F. HEPNER
Husband

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include without limitation operations, serious illness requiring hospitalization or extended medical care (any course of treatment requiring in excess of three doctor's office visits within one month or extending for a period in excess of two months); any dental, periodontal, orthodontic, oral or maxillofacial expense either cosmetically or functionally necessary, for a course of treatment exceeding one hundred and fifty dollars; and those expenses associated with ongoing psychiatric, psychological, or other mental health problems including drug or alcohol abuse treatment which exceeds two hundred dollars a month or extends for a period in excess of five months no matter what the monthly cost may be.

b. Responsible Party - JOHN shall be responsible for the extraordinary medical, dental and mental health care and expenses of the children of the parties not covered by insurance.

4. Failure to Provide - In the event that a responsible party fails to pay for either the routine or extraordinary medical, dental or mental health care of the children of the parties, he or she shall be liable to the extent of all expenses incurred by the other party in providing said care, including but not limited to actual out of pocket expenses as well as all costs of collection, including attorney's fees.

5. Notice and Cooperation Required

a. Extraordinary or emergency care - A parent securing: hospital; serious or emergency medical, mental health or dental care treatment; contemplating the need for extraordinary dental care, mental health care or medical care, for a child of the parties shall endeavor to utilize all

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Wife

Husband

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existing insurance coverage of the other parent (including utilizing the facilities of an HMO or other treatment group) where possible and shall cooperate to execute and submit all necessary forms to secure insurance coverage and payment. The parent securing treatment shall notify the other parent within three days of any treatment that was provided which may be covered by insurance of the other parent.

b. Duplicate Insurance Coverage - In the event of overlapping or duplicate insurance coverage both parents shall submit claims and any amount so collected shall first be applied to reduce any non-covered expenses and then shall be divided equally by the parents.

F. SPECIFIC EDUCATIONAL OBLIGATIONS

1. POST HIGH SCHOOL EDUCATION

a. Definitions - The term "post high school education" as used herein is defined as any accredited college, professional school or a trade school approved for veteran's benefits.

The term "educational expenses" includes, but is not limited to, tuition, books, supplies, activity fees, registration fees, room and board.

b. Right of Child - A child of the parties shall be entitled to receive post high school education if such child has the aptitude and the desire to receive a form of education of which application is made.

c. Responsible Party - The Court shall reserve jurisdiction on the issue of apportionment of the costs of the post high school education of the children of the parties and shall determine the obligation of the parties for such education in

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Wife

Krista Hughes

Husband

John F. Lytle

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accordance with the means of the parties, at the time a child is eligible, if the parties are not able to agree on the apportionment of costs.

G. LIFE INSURANCE FOR BENEFIT OF CHILDREN

1. Responsible Party & Amount - JOHN shall maintain his present life insurance policy or obtain a life insurance policy with total death benefits of at least \$25,000.00 for the benefit of the children of the parties.

2. Terms

a. No Encumbrances - JOHN shall not borrow against the life insurance which he is required to keep in force for the benefit of the children of the parties or to do any act which would in any way jeopardize the amounts payable for the benefit of said children.

b. DIANE as Trustee - JOHN shall designate DIANE as the trustee for the proceeds of said policy until the children reach the age of 21.

c. Proof of Coverage - JOHN shall, at the reasonable request of DIANE from time to time, give proof to DIANE that said policy or policies of life insurance are in full force and effect and that the premiums thereon are paid.

3. Failure to Provide - Should, for any reason, upon JOHN's death there not be compliance with the aforesaid provisions regarding insurance upon JOHN's life, then DIANE shall have a lien against the JOHN's estate for the benefit of the children for the amounts that would have been payable to said children if said insurance had been in force.

H. SECURITY FOR SUPPORT PAYMENTS

1. The estate of JOHN shall be charged with the obligation and a lien for the payment of all allowances, support, educational expenses, medical, dental, optical

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Wife

Husband

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and all other liabilities payable by JOHN hereunder. The amount remaining due, at the option of JOHN's personal representative, may be capitalized with current generally accepting accounting and actuarial practices and paid forthwith so the estate of JOHN can be closed promptly.

2. JOHN shall not perform any act directly or indirectly that is deliberately calculated to exhaust, diminish or reduce the value of his holdings and assets in order to evade his obligations under this Agreement or otherwise reduce the value of his estate.

V. REAL PROPERTY

A. FORMER MARITAL RESIDENCE

1. Location - The former marital residence of the parties is the real estate commonly known as 948 S. Elmwood, Oak Park, IL 60304, legal description attached as Exhibit "B."

B. SALE AND DIVISION OF PROCEEDS

1. The parties have agreed that ~~DIANE~~ ^{John} shall have sole occupancy of the marital residence until such time as the parties' youngest son graduates from high school. At the end of ~~DIANE'S~~ ^{John's} sole occupancy period as specified above, the parties shall immediately list the marital home for sale with a broker at an agreed upon listing price.

2. If the parties cannot agree upon a listing price, then one appraiser shall be selected by the parties to appraise said real estate and said real estate shall be listed at the appraised price. If the parties cannot agree upon an appraiser or a broker to list the property, then they shall secure the services of the nearest Century 21 Real Estate office to both set an initial listing price and offer the house for sale under an exclusive 6 month listing agreement at a maximum

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Wife

Husband

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commission of seven percent.

3. Acceptance of Counter offers - If any offer is received to purchase said real estate and the parties cannot agree as to the acceptance of said offer then the parties shall at the insistence of either party accept any offer for cash (or equivalent mortgage contingency) which is at least 95% of the appraised or listed value.

4. First Reduction in Listing Price - In the event that the marital residence is not sold or committed under a bona fide contract for sale, within six months from time of listing, the listing price shall be reduced by five (5%) at the insistence of either party and the house shall then be offered for sale at that price, under the same terms and conditions as indicated in the preceding paragraphs.

5. Additional Reductions in Listing Price - If the marital residence remains unsold for an additional period of six months, then at the insistence of either party the listing price shall be reduced by an additional five (5%) and the marital residence shall be offered for sale at the new price, under the same terms and conditions. If the marital residence still remains unsold after a period of eighteen months, the house shall be reappraised and a price set as indicated above. The listing price shall once again be reduced after six months, by five percent, an additional five percent after an additional six months, etc.

C. RESPONSIBILITY FOR EXPENSES PENDING SALE

1. During ^{John's} ~~DIANE's~~ occupancy of the marital home her shall make all of the mortgage and real estate tax payments that are due for a period after the date of entry of Judgment for Dissolution of the parties' marriage. JOHN shall be responsible for the mortgage, real estate tax payments and all other expenses

Approved

Wife

Husband

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surrounding said residence which may be due for any period prior to the date of entry of Judgment for Dissolution of the parties' marriage. JOHN shall indemnify and hold DIANE harmless in reference to such payments.

D. DIVISION OF PROCEEDS

1. Upon sale of the residence, the proceeds shall be applied in the following manner:

- a. All reasonable costs of sale.
- b. First mortgage balance.
- c. From the proceeds of the sale of said real estate, DIANE shall be paid an amount equal to the sum by which the principal balance of the mortgage has been reduced from the date of Judgment of Dissolution of Marriage to the time of sale. The balance of the net proceeds of said sale shall be divided with JOHN receiving 50% thereof and DIANE receiving 50% thereof.

E. IN EVENT OF A DEFICIENCY

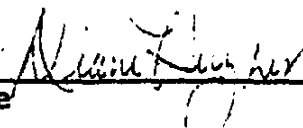
If the sale price of the property does not produce enough to pay all reasonable costs of sale as well as any other encumbrances existing at the time of the entry of a judgment for the dissolution of the parties' marriage, then DIANE and JOHN shall be responsible for any deficiency in equal proportions.

F. EXECUTION OF DOCUMENTS AND RIGHTS OF REIMBURSEMENT

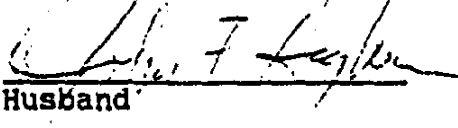
Should any party who is required to convey real estate or assign his or her interest in any property fail to execute such conveyance or assignment within the time prescribed by this agreement, or if no time is prescribed, within thirty days from the date of the entry of the Judgment of Dissolution of Marriage then any Judge sitting in the Circuit Court of Cook County, is authorized to execute such conveyance or assignment for

Approved

Wife



Husband



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possession or control of DIANE within 30 days of the entry of a judgment for the dissolution of the parties marriage.

2. To ~~DIANE~~ ^{John SA 544} All other household furnishings or personal possessions of the parties not listed in the above paragraph shall be the sole property of ~~DIANE~~ ^{John SA 544}.

D. DEBTS

1. JOHN's Obligations - the following debts or obligations of the parties shall be paid by JOHN in a timely manner:

- a. Sears accounts
- b. JC Penny account
- c. Firestone
- d. Carson account
- e. Discover account

2. DIANE's Obligations - the following debts or obligations of the parties shall be paid by DIANE in a timely fashion:

- a. Madigans account
- b. Citibank account

3. Debts Not Enumerated - As to any other debts of the parties or a party not otherwise apportioned to a party in this Agreement, JOHN and DIANE agree that each shall be responsible for such debts which were incurred individually in their own names or for whose primary benefit an obligation was incurred.

4. Terms

- a. Purpose - JOHN's promise to pay the debts indicated above is in the nature of and for the future support for DIANE and the children of the parties.
- b. Timely Payments - The responsible party shall make all debt payments in a timely manner.
- c. Hold Harmless - A party who is responsible for

Approved

Kimberly Hughes
Wife

John I. Hughes
Husband

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a debt shall indemnify and hold the other party harmless in relation to any liability for the debt.

E. PENSION, PROFIT SHARING, OR OTHER BENEFITS

1. Amount of Benefits - JOHN and DIANE each represent that JOHN has retirement, profit sharing or other employer provided benefits provided through the Chicago District Counsel Carpenter's Health & Welfare Pension Fund, whether vested or not vested, which were earned in whole or part during the marriage of the parties.

2. To DIANE - The issue and apportionment of said benefits as described above is hereby reserved for future determination by this Court. In addition, DIANE shall be the sole owner of her pension, retirement plan, if any, and JOHN hereby waives any interest or claim he may have therein.

3. Extension of Spouse's Medical Coverage

a. Cooperation Required - JOHN shall immediately provide DIANE with the necessary forms and documents to enable DIANE to convert JOHN's medical/hospital insurance to her benefit in accordance with the terms of Ill.Rev.Stat. ch.32 and 73. Both parties shall cooperate to allow the extension of spousal medical/hospitalization coverage to an ex-spouse under the other spouse's current or future group medical/hospitalization plan, pursuant to the Illinois Spousal Health Insurance Rights Act or the terms of the group policy.

b. At DIANE's Sole Cost - If DIANE obtains such coverage, she shall be solely responsible for paying the premiums for said policy, or any other extra cost.

4. Obligation to apply to extend benefits

a. The spouse who wishes to extend or convert their husband or wife's current coverage has been

Approved *X*

Diane Stephen
Wife

John E. Stephen
Husband

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informed and acknowledges that it is their individual responsibility to apply to extend the medical coverage, etc. formerly provided to him or her through his or her spouse's employer. And further acknowledges that said application should be made immediately in writing to protect their rights to so extend. Unless otherwise separately retained to do so, Patrick J. Raleigh will not do so on the behalf of his or her client.

5. Benefits may lapse

a. The party who wishes to extend medical coverage states that he or she understands that unless the right to extend or convert coverage is immediately pursued, he or she may forever lose the right to extend medical-hospitalization coverage and may not be able to secure any coverage for pre-existing medical or psychiatric conditions, etc.

F. INCOME TAX FILINGS

The parties hereby agree to file joint 1990 income tax returns for the purposes of federal, state and if applicable local income taxes and equally divide any refund monies that may be due and owing the parties. Both parties shall cooperate and execute any documents that may be required in order to divide and/or transfer said funds. In the event of a deficit, both parties shall be responsible for said deficit in equal proportions.

G. MAINTENANCE (ALIMONY)

To DIANE - The issue of maintenance to DIANE is hereby reserved for future determination by this Court.

To JOHN - JOHN hereby waives his right now and forever, to seek maintenance from the DIANE.

H. LEGAL FEES AND COSTS

JOHN hereby agrees to contribute the sum of \$430.00 to

Approved

Wife

Husband

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DIANE, as and for her legal fees and costs in this matter. Said sum shall be paid to DIANE prior to the date of entry of Judgment for Dissolution of the parties' marriage.

VII. FAILURE TO PERFORM

A. Additional Remedies - The following provisions are in addition to any other remedies specifically set forth in this Agreement or otherwise provided by law.

B. Willful Failure to Comply - In the event that husband or wife willfully or unreasonably fails to duly perform his or her financial or other undertakings hereunder, and as a result a party incurs any expenses, including, legal fees, to enforce the terms of this Agreement, the party who so unreasonably or willfully acts shall indemnify the other against and hold the other harmless in connection with any such expenses, including attorney's fees and costs, even if party, at the time, may have the ability to pay his or her own such expenses.

VIII. EXECUTION OF DOCUMENTS

Each of the parties agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other.

IX. MUTUAL RELEASE

Except as herein provided, each of the parties does forever waive, release and quit claim to the other party all rights of homestead, maintenance and all other property rights and

Approved

Wife

Husband

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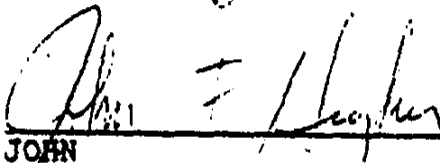
claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise by reason of the marital relations now existing between the parties under any present or future law of any State or of the United States of America or of any other country, in or to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such party. Each of the parties further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purpose of enforcing any or either of the rights specified or relinquished under this paragraph.

X. EXECUTION OF AGREEMENT

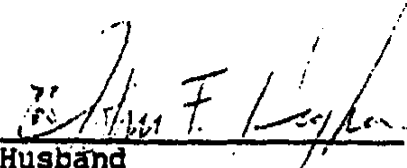
This Agreement shall be submitted to the Court for its approval and if approved shall be made part of the Judgment for the Dissolution of the Parties' Marriage and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered pursuant to its terms and conditions, in an action for dissolution of marriage in Cook County.

IN WITNESS WHEREOF AND AGREEMENT TO, the parties hereto have written their signatures on the day and year first above written.


DIANE


JOHN

Approved 
Wife


Husband

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PROPERTY

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EXHIBIT "A"

commonly known as: 948 S Elmwood, Oak Park, IL 60304

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Approved

Alaine Hughes

Wife

John F. Hughes

Husband

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10/10/2018

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EXHIBIT "B"

The following items of personal property shall be the sole property of the party specified in the preceding Agreement.

Description

DA All properties have
been divided among
the parties to the
satisfaction of all
concerned. All

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FORGED IN THE NAME OF COOK COUNTY CLERK TO BE CORRECT

Approved: [Signature]
Wife

[Signature]
Husband

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**PRAIRIE
TITLE**
 329 W. Chicago Avenue
 Oak Park, IL 60302
 (708) 524-3000



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IDENTIFIED REGISTRATION NO. 14 07-3-00	REGIONAL CLERK'S OFFICE CLERK OF THE CIRCUIT COURT OF COOK COUNTY 1300 N. LAKE ST. CHICAGO, ILL. 60610
---	---

I HEREBY CERTIFY THE ABOVE TO BE CORRECT
 DATE: 1/34/93
 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.

