

UNOFFICIAL COPY 3391136

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS (00079)
COUNTY DEPARTMENT-DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF

VIVIAN FEIGENBAUM,

Petitioner,

and

RONALD FEIGENBAUM,

Respondent

91D6 30225

NO.

Property of Cook County Clerk's Office

3391136

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petition for Dissolution of Marriage of the Petitioner, VIVIAN FEIGENBAUM; the Petitioner having appeared in open Court in person and by her attorney, FRANK J. RYAN of Creswell, Fares & Ryan; the Respondent, RONALD FEIGENBAUM, having appeared in open Court in person and by his attorney, GEOFFREY C. MILLER of The Law Offices of Geoffrey C. Miller; the parties having stipulated and agreed that this cause is uncontested; 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 of the evidence, being fully advised in the premises, FINDS that:

Mary J. Ryan

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

2. The Petitioner was a resident of the State of Illinois at the time of the filing of her Petition for

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Dissolution of Marriage and that she has maintained a residence in this State for at least ninety days next preceding the making of these findings.

3. The parties were lawfully married on October 24, 1976, and the said marriage was registered in Homewood, County of Cook, Illinois.

4. Three children were born to the parties, to-wit: CORYN BETH FEIGENBAUM, age 9, born September 24, 1981, CRAIG MICHAEL FEIGENBAUM, age 7, born September 29, 1983, and BROOKE MARIE FEIGENBAUM, age 1, born September 26, 1989; that no other children were born to or adopted by the parties during or as the result of their marriage and the Petitioner is not now pregnant.

5. The said minor children presently reside with both the Petitioner and the Respondent and both of the parties are fit and proper persons to have the sole care, custody, control and education of the said minor children of the parties.

6. Irreconcilable differences between the parties have caused the irretrievable breakdown of their marriage and any further attempts at reconciliation would be neither practical nor in the best interests of the family.

7. Although the parties have lived in the same house, they have not lived together as husband and wife and have had no meaningful communication for a continuous period in excess of six months and they have effectively waived the two year separation requirement of the Illinois Marriage and

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Dissolution of Marriage Act.

8. The parties, during the period of their marriage, acquired certain real and personal property which is found to be marital property; that the Petitioner and the Respondent have entered into an oral agreement, mutually settling and determining the rights and claims of the parties hereto held by one another against the other for support and maintenance and all property rights arising by virtue of the marital relationship of the parties and the issue of custody of the minor children of the parties and the obligations of support thereof; that the said oral agreement was freely and voluntarily entered into by and between the parties and the terms and provisions thereof should be incorporated herein and made a part of this Judgment for Dissolution of Marriage.

9. The Petitioner 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.

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

A. The parties are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, VIVIAN FEIGENBAUM, and the Respondent, RONALD FEIGENBAUM, are hereby dissolved.

B. Each party is and shall be henceforth and forever barred from seeking and obtaining any support and

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maintenance from the other, in this Court or any other, regardless of any change in the circumstances of either party, each party having freely and voluntarily waived any and all rights to maintenance and support from the other.

C. Both parties having acknowledged that each is a fit and proper person to have the care, custody, control and education of the minor children of the parties, in a sincere attempt to maximize the involvement and cooperation of both parties in the resolution of issues relating to the said minor children, the parties are hereby awarded joint legal custody of the said minor children; provided, however, that the Petitioner shall have the sole physical custody of the said minor children and the Respondent shall have the right of visitation with the children at reasonable times and places and upon reasonable conditions, which visitation shall include, but which shall not be limited to:

(i) Alternate weekends, from Friday evening at 7:00 P.M. until Sunday evening at 7:00 P.M.;

(ii) One evening each week (which evening shall as selected by the Respondent from Monday through Thursday, inclusive), from 6:00 P.M. to 9:00 P.M.; provided, however, that the Respondent shall give the Petitioner at least twenty-four hours' advance notice of the day selected by him for such weekday evening visitation;

(iii) Alternate holidays, from 7:00 P.M. of the previous day until 7:00 P.M. of the day of the holiday (for the purposes of this provision, "holidays" shall

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The children shall be with the petitioner on Easter Sunday and Christmas Eve Day and Christmas Day, and the fourteen consecutive days.

and the minor children shall be out of the area on a vacation trip, no such period of extended visitation shall exceed visitation; further provided, however, unless the Respondent shall notify the petitioner in writing at least thirty days prior to the first day of any such period of extended visitation; provided, however, that the Respondent the dates of which extended visitation shall be as selected school vacation periods, four weeks of extended visitation, (ix) During the Summer, Winter or Spring

precedence over all other visitation provided for herein; provided, however, that this holiday visitation shall take these Jewish holidays by the Respondent and the children; Passover, at such times as will promote the celebration of two nights of Hannukkah, and the first two nights of (viii) Rosh Hashona, Yom Kippur, the first

(vii) May 18;

(vi) Father's Day;

and September 26 and September 29 in even-numbered years;

(v) September 24 in odd-numbered years

years, from 9:00 A.M. until 9:00 A.M. of the following day;

(iv) Thanksgiving Day in even-numbered

numbered years);

numbered years and Memorial Day and Labor Day in even-

mean and include New Year's Day and Independence Day in odd-

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D. Based upon his current average net bi-weekly income of \$1,362.50, the Respondent shall pay to the Petitioner, as and for child support for the minor children, the sum of \$436.00 bi-weekly, commencing upon the entry of

hereof.

The parties expressly agree that their joint custody shall be subject to and shall be governed by the Joint Parenting Agreement attached hereto as Exhibit A and, by this reference, incorporated herein and made a part

is planned. an extended vacation and of the dates for which such vacation advance notice of her intention to take the children on such Petitioner shall give the Respondent at least thirty days' extended vacation period; provided, however, that the the visitation he will be required to forego during such make provisions which will enable the Respondent to "make up" (unless the Respondent shall so agree), and the parties shall which vacation shall not exceed four consecutive weeks to take the children out of town for an extended vacation, therefor. In addition, the Petitioner shall have the right Respondent shall be entitled to select "make up" dates, the entitled to visitation on one or both of such dates, the provided, however, if the Respondent would otherwise be visitation herein granted on either Mother's Day or July 18; the Respondent shall not be entitled to exercise any of the visitation herein granted to the Respondent. Furthermore, observance of these holidays shall take precedence over all

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this judgment for Dissolution of Marriage and continuing until there shall be no child of the parties either (1) under the age of eighteen years, or (11) enrolled as a full-time student in any public or private high school or other secondary school; that the said payments of child support shall be made directly to the Petitioner by the Respondent, rather than through the Office of the Clerk of the Circuit Court of Cook County, until further order of this Court. E. The parties having expressly so agreed, the children shall be raised in the Jewish faith and the Petitioner and the Respondent shall take any and all reasonable measures to promote and nurture the involvement of the children as Jews. The Respondent shall be solely responsible for and shall pay any and all costs and expenses incurred by or on behalf of the children in connection with their religious education. F. Subject to the collation of the parties to consult with one another prior thereto, the parties shall each be responsible for and shall pay one-half of the costs or expenses incurred by or on behalf of the children in connection with such extracurricular activities, including, but not limited to, dance and music lessons, summer day or overnight camps, participation in sporting teams and activities and swimming pool memberships. G. In addition to the Respondent's obligation for the payment of child support (as provided in Paragraph D hereof), for the payment of expenses related to the religious education, observance or activities of the children (as

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provided in Paragraph E hereof) and for the payment of one-half of the expenses related to the extracurricular activities of the children (as provided by Paragraph F hereof), commencing on the date which is the first anniversary of the entry of this Judgment for Dissolution of Marriage and continuing for a period of three years thereafter, the Respondent shall contribute to the "day care" expenses incurred by the Petitioner in connection with her attendance at school or with her employment; provided, however, that the obligation of the Respondent as provided by this Paragraph G shall not exceed thirty-two percent of any such expenses; further provided, however, that the obligation of the Respondent as herein set forth is expressly conditioned upon the delivery by the Petitioner to the Respondent of verifiable documentation of the cost of any day care for which the contribution of the Respondent is requested.

H. For so long as any child of the parties shall be either under age eighteen or enrolled as a full-time student (but in no event beyond such child's twenty-third birthday), the Respondent shall provide, at the sole expense of the Respondent, a policy of hospitalization and major medical insurance covering the children of the parties; and, in addition, for the first three years following the entry of this Judgment for Dissolution of Marriage, the Respondent shall be solely responsible for and shall pay any and all medical and optical, but not dental, expenses incurred by or

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for the benefit of the children of the parties, which expenses are not reimbursed or reimbursable by any applicable policy of insurance. After the third anniversary date of the entry of this judgment for dissolution of marriage and for so long as any child of the parties shall be either under age eighteen or enrolled as a full-time student (but in no event beyond such child's twenty-third birthday), the Petitioner and the Respondent shall each be responsible for and shall pay one-half of any and all medical and optical expenses incurred by or for the benefit of the children of the parties, which expenses are not reimbursed or reimbursable by any applicable policy of insurance. Notwithstanding any provision herein, at all times hereafter, the Petitioner shall be solely responsible for and shall pay any and all dental expenses incurred by or for the benefit of the children of the parties, which expenses are not reimbursed or reimbursable by any applicable policy of insurance. At all times, the Respondent shall provide the Petitioner and the children (if appropriate) with insurance cards or other evidence of coverage and with any claim forms or other reasonably necessary materials provided by or available from any such insurer. The parties shall fully cooperate with each other, with any provider of medical, dental or optical care or with any insurer in the preparation and filing of any claims for reimbursement for such expenditures.

I. For so long as the Respondent shall be

obligated to pay child support, college education expenses,

*The Petitioner and the Respondent shall split 50%/50% any and

all orthodontic or periodontic bills or expenses incurred by or for the benefit of the children of the parties, which are not reimbursed or reimbursable by any applicable policy of insurance.

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medical insurance premiums or any other amount for the benefit of the children of the parties, he shall maintain a policy or policies of life insurance, on his life, with aggregate face amounts of at least \$200,000.00, with the children of the parties as the sole and irrevocable primary beneficiaries thereof. At the election of the Respondent, the primary beneficiary of any such policy may be designated as the trustee under a life insurance or testamentary trust of which the children of the parties are the sole income and principal beneficiaries. The parties agree that the terms and provisions of any such trust shall be subject to the prior approval and consent of the Petitioner, which approval and consent shall not be unreasonably withheld. The Respondent shall, upon receipt of a reasonable request therefor, provide satisfactory evidence of such required insurance coverage and of the beneficiary designations thereof. In addition, the Respondent shall remain the owner of the existing life insurance policy on the life of the Petitioner, and the Respondent shall have the right to designate either himself or the children of the parties, or a combination thereof, as the beneficiary or beneficiaries of such policy; provided, however, that the Respondent shall be solely responsible for the payment of all of the premiums payable in connection with the policy on the Petitioner's life.

J. If one or more of the children of the parties shall have both the aptitude and the desire to pursue a

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other person or entity so as to effect the expeditious sale or salesperson, with any prospective lender and with any cooperate fully with each other, with any real estate broker incorporated herein and made a part hereof, the parties shall on Exhibit B attached hereto and, by this reference, as 1241 Ridge Road, Homewood, Illinois, and legally described the sale of the former marital residence, commonly described L. The parties having entered into a contract for

provided herein.

the Respondent to so claim the children as his dependents as therefor, execute any forms or documents required to permit The Petitioner shall, promptly upon her receipt of a request dependents for both state and federal income tax purposes, entitled to claim two of the children of the parties as his otherwise so agree in writing, the Respondent shall be permitted by applicable law, and unless the parties shall purposes. For all calendar years thereafter, to the extent minor children as dependents for state and federal income tax inclusive, the Respondent shall be entitled to claim the K. For calendar years 1991, 1992 and 1993,

fraternity and sorority dues and transportation. not limited to, tuition, fees, room and board, books, children in connection with such education, including, but responsible for and shall pay all expenses incurred by such Petitioner and the Respondent, the parties shall be jointly subject to the financial ability and resources of the course of education beyond graduation from high school,

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owner of the 1987 Plymouth Voyager motor vehicle and any and
O. The Petitioner shall be the sole and exclusive
claim to or interest in the said residence.

Respondent in his sole name, and the Petitioner shall have no
and made a part hereof, the title to which is held by the
attached hereto and, by this reference, incorporated herein
Road, Homewood, Illinois, and legally described on Exhibit D
single family residence, commonly described as 1207 Olive
N. The Respondent shall be solely entitled to the

interest in the said residence.
Frank Wright, and the Respondent shall have no claim to or
the title to which is held by the Petitioner and her father,
this reference, incorporated herein and made a part hereof,
and legally described on Exhibit C attached hereto and, by
----- 1639 Cedar Road, Homewood, Illinois, -----
single family residence, commonly described as -----

M. The Petitioner shall be solely entitled to the

- (v) Heritage Glenwood Bank \$9,765.00.
- (iv) Montgomery Ward \$2,621.00;
- (iii) VISA \$2,276.00;
- (ii) MasterCard \$6,700.00;
- (i) Linden Oaks Hospital \$4,500.00;

have been paid in full:
the parties after the following marital debts and obligations
the net proceeds of such sale shall divided equally between
Upon the closing of the sale of the said residence,
of the said former marital residence.

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all other personal property in her possession or under her control on the date of the entry of this judgment for dissolution of marriage, free and clear of any claim of or interest in the Respondent.

P. The Respondent shall be the sole and exclusive owner of the 1991 Mazda 626 automobile and any and all other personal property in his possession or under his control on the date of the entry of this judgment for dissolution of marriage, free and clear of any claim of or interest in the Respondent.

Q. The Respondent shall be the sole and exclusive owner of his 401(k) Plan, and any and all pension, profit-sharing or other employee benefits, free and clear of any claim of or interest in the Respondent.

R. Other than as expressly provided in Paragraph 1 hereof, the Petitioner shall be solely responsible for and shall pay the balance due to Chrysler Credit Corporation (secured by a lien on the 1987 Plymouth Voyager) and any and all other debts and obligations incurred by her in her sole name, without any contribution thereto by the Respondent. Other than as expressly provided in Paragraph 1 hereof, the Respondent shall be solely responsible for and shall pay the balance due to Chrysler Credit Corporation (secured by a lien on the 1991 Mazda 626) and any and all other debts and obligations incurred by him in his sole name, without any contribution thereto by the Petitioner. The parties shall indemnify the other and hold the other harmless from and

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THE PARTIES EACH EXPRESSLY ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THE FOREGOING JUDGMENT FOR DISSOLUTION OF MARRIAGE AND THE TERMS AND PROVISIONS OF THE ORAL AGREEMENT INCORPORATED THEREIN. THE PETITIONER AND THE RESPONDENT EACH ACKNOWLEDGE THAT EACH OF THE SAID PROVISIONS HAS BEEN FULLY EXPLAINED TO HIM OR TO HER BY HIS OR HER ATTORNEY AND EACH ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS EACH OF THE SAID PROVISIONS. THE PARTIES EACH FURTHER ACKNOWLEDGE THAT HE OR SHE HAS ENTERED INTO THIS AGREEMENT AS HIS OR HER FREE AND VOLUNTARY ACT, WITHOUT ANY THREATS, DURESS OR COERCION

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CIRCUIT COURT -- 224

JUDGE EDWARD M. GIBSON

ENTER:

against any and all obligations, debts, liabilities, costs and expenses (including reasonable attorney's fees, Court costs and litigation expenses) resulting from the assumption of the obligation hereinabove contained.
S. Each party shall be solely responsible for the payment of his or her own attorneys' fees and the costs of this dissolution action, without contribution thereto by the other.
T. Each of the parties hereto shall, promptly upon demand by the other party, execute and deliver to such other party any and all documents necessary or desirable to effectuate and fulfill the terms of this judgment for Dissolution of Marriage.
U. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms and provisions of this judgment for dissolution of Marriage.

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Frank J. Ryan, Esq.
Creswell, Pares & Ryan
Attorneys for the Petitioner
233 West Joe Orr Road
Chicago Heights, Illinois 60411
708-756-4000
No. 00079

Attorney for the Petitioner

Attorney for the Respondent

APPROVED:

APPROVED:

VIVIAN FEIGENBAUM, Petitioner

RONALD FEIGENBAUM, Respondent

WHATSOEVER, EACH PARTY AGREES THAT THE PROVISIONS OF THE SAID ORAL AGREEMENT HAVE BEEN ACCURATELY INCORPORATED INTO THE FOREGOING JUDGMENT FOR DISSOLUTION OF MARRIAGE.

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places and upon reasonable conditions. The joint custody as of visitation with such children at reasonable times and said minor children and the Respondent shall have the right the Petitioner shall have the sole physical custody of the custody of the said minor children; provided, however, that minor children, the parties are hereby awarded joint legal parties in the resolution of issues relating to the said attempt to maximize the involvement and cooperation of both education of the minor children of the parties. In a sincere and proper person to have the care, custody, control and Both parties having acknowledged that each is a fit

the following Joint Parenting Agreement:
 RONALD FEIGENBAUM, the Respondent herein, hereby enter into
 VIVIAN FEIGENBAUM, the Petitioner herein, and

JOINT PARENTING AGREEMENT

Respondent
 RONALD FEIGENBAUM,

and

Petitioner,
 VIVIAN FEIGENBAUM,

IN RE: THE MARRIAGE OF

NO.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT-DOMESTIC RELATIONS DIVISION
 (00079)

EXHIBIT A

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herein awarded shall be subject to the following conditions:
A. The parties shall have equal input and shall consult with each other prior to making any important decisions affecting the children, including, but not limited to, those concerning education, health care, and religious, social and moral training.

B. As the parent with sole physical custody, the Petitioner shall keep the Respondent fully informed as to all important school, religious, social, athletic and cultural ceremonies and functions in which the children may be involved. Both parties shall make every reasonable effort to attend and participate in such ceremonies and functions.
C. Each party shall promptly inform the other in the event of any illness or injury suffered by the said children and, except where such consultation is not practical due to the nature of the illness or injury and the need for emergency treatment, the parties shall consult with each other regarding any medical treatment prior to such treatment and shall make every sincere attempt to agree upon the need for such treatment and upon the professional from whom to seek such treatment.

D. Both parties shall, at all times hereafter, keep the other fully informed and advised as to such party's home and business addresses and telephone numbers and, in the event that the children shall accompany either parent away from such parent's home for an extended

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period of time, the other parent shall be advised as to the whereabouts of the children, the expected itinerary and telephone numbers at which the parent and children may be reached in case of emergency.

E. Although the concept of joint legal custody imposes upon the parents the requirement to mutually resolve all issues relating to the children, and to make a sincere effort at such resolution, in the event of a dispute between the parties, they shall engage the services of a professional mediator (e.g., counselor, psychologist, etc.), shall submit the dispute to such mediator for resolution and shall be equally responsible for the cost of such service.

In the event that such dispute shall not be resolved by utilizing the services of a professional mediator, the dispute shall be resolved by the court, upon proper notice and petition and following a hearing.

VIVIAN FEIGENBAUM, Petitioner

RONALD FEIGENBAUM, Respondent

Ronald Feigenbaum

* PLEASE VERIFY THE ABOVE TO BE CORRECT.

DATE: AUG 23 1991 RUPBELIA PUCINSKI

Mustela Pucinski

CLERK OF THE CIRCUIT COURT IN COOK COUNTY, ILL.

HIS ORDER IS THE COMMAND OF THE CIRCUIT COURT.

AN ALIEN ORDER IS SUBJECT TO THE...

Frank J. Ryan, Esq.
Creswell, Fares & Ryan
Attorneys for the Petitioner
233 West Joe Orr Road
Chicago Heights, Illinois 60411
708-756-4000
No. 00079

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Property of Cook County Clerk's Office

THE WEST 65 FEET OF LOT 4 (EXCEPT THE SOUTH 180 FEET THEREOF)
IN BLOCK 3, IN ROBERTSON AND YOUNG'S THIRD ADDITION TO
HOMWOOD, A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF
SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN, LYING SOUTH OF THE HOMWOOD AND THORNTON
(MAIN STREET AND EAST OF THE CHICAGO HEIGHTS ROAD) IN COOK
COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF MARITAL HOME

EXHIBIT B

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LEGAL DESCRIPTION OF VIVIAN'S NEW HOUSE

EXHIBIT C

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Property of Cook County

LOT 5 (EXCEPT THE WEST 6 FEET THEREOF) IN A. R. MOORE'S RESUBDIVISION OF LOT 43 IN BLOCK 1 IN ROBERTSON AND YOUNG'S THIRD ADDITION TO HOMEWOOD, A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE HOMEWOOD AND THORNTON ROAD (MAIN STREET) AND EAST OF CHICAGO HEIGHTS ROAD, IN COOK COUNTY, ILLINOIS.

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF RONALD S. NEW HOUSE

EXHIBIT D

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TITLE ONE
125 W 175th St
Chicago, IL 60648

REGISTERED
CAROL REGIS
IDENTIFIED
No.

AUG 27 2 16 PM '95
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OF TITLES

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