

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**IN THE CIRCUIT COURT OF THE NINETEENTH
JUDICIAL CIRCUIT, LAKE COUNTY, ILLINOIS**

IN RE: THE MARRIAGE OF)
)
JANE CLINE) **GENERAL NO. 13 D 1525**
)
and)
)
H. RICHARD CLINE)

**JUDGMENT FOR
DISSOLUTION OF MARRIAGE**

This cause coming on to be heard upon the Petition for Dissolution of Marriage of **JANE CLINE**, Petitioner appearing in her own proper person by her attorneys, **ERICKSEN, POELL & CARPENTER**, and the Respondent, **H. RICHARD CLINE**, appearing pro se, and upon stipulation of the parties hereto, that the above entitled matter may come on for hearing on the Petition for Dissolution of Marriage of the Petitioner and the Stipulation thereto of the Respondent as an uncontested default hearing.

The Court having heard the testimony of the Petitioner duly sworn in open Court in support of her Petition (a certificate of which evidence having been duly signed and sealed is filed herein, and made a part hereof), and now being fully advised in the premises;

DOES FIND:

1. That this Court has jurisdiction of the parties and the subject matter herein, that it has considered, approved, reserved or made provisions for the maintenance of either spouse, custody of the minor child of the parties and all other matters pertaining to said minor children and the disposition of property.

2. That the Petitioner resided in the State of Illinois when the Petition for Dissolution of Marriage was filed and has been for a period in excess of ninety (90) days prior to the entry of this Judgment.

3. That the Petitioner and Respondent were married on May 16, 1987 in Dayton, Ohio, and said marriage is registered there to the best of the Petitioner's knowledge.

4. That as a result of the marriage, the parties have three (3) living children, namely: **RC**, born, in 1992, whom is emancipated, **PC**, born, in 1995, whom is emancipated, and **RC**, born, in 1998. No children were adopted by the parties and the Petitioner is not now pregnant.

5. That the Petitioner and Respondent have lived separate and apart for a continuous period of not less than two (2) years and irreconcilable differences have caused the irretrievable breakdown of the marriage and the efforts at reconciliation have failed and that further attempts at reconciliation would be impracticable and not in the best interests of the family.

6. That the parties have entered into an written property settlement agreement settling and disposing of all matters of the division of marital and non-marital property, custody of the minor child of the parties and all other matters pertaining to said minor child and the

maintenance for either spouse. That said written agreement as hereinafter set forth is made a part of this Judgment.

IT IS THEREFORE ORDERED AND ADJUDGED:

A. That the bonds of matrimony now existing between the Petitioner, **JANE CLINE**, and the Respondent, **H. RICHARD CLINE**, be and are hereby dissolved pursuant to Statute. That said dissolution is granted to both the Petitioner and Respondent.

JOINT PARENTING AGREEMENT

IT IS HEREBY ORDERED:

JOINT CUSTODY:

B. The Court orders that joint custody of **RC**, born in 1998 be awarded to the Petitioner (hereinafter referred to as "Custodial Parent") and the Respondent (hereinafter referred to as "Non-Custodial Parent"), with the Petitioner to have the primary custodial custody of the child.

EDUCATION:

The Custodial Parent shall take the necessary action with the school authorities of the schools in which the child are enrolled to:

- A. List the Non-Custodial Parent as a parent of the child;
- B. To authorize the school to release to the Non-Custodial Parent any and all information concerning the child.

C. To ensure that the Non-Custodial Parent receives copies of any notices regarding the child.

D. The Custodial Parent shall promptly transmit to the Non-Custodial Parent any information concerning parent-teacher meetings, school club meetings, school programs, athletic schedules and any other school activities in which the children may be engaged or interested.

E. The Custodial Parent shall promptly after receipt of same furnish to the Non-Custodial Parent a photocopy of the child's grade cards or report cards and copies of any other reports concerning the child's status or progress.

F. The Custodial Parent shall when possible arrange appointments for parent-teacher conferences at a time when the Non-Custodial Parent can be present and whenever possible they shall be attended by both parents.

MEDICAL AND HEALTH CARE:

G. The Custodial Parent shall promptly inform the Non-Custodial Parent of any serious illness of the child which shall require medical attention. Elective surgery shall only be performed after consultation and with agreement of the Non-Custodial Parent. Emergency surgery necessary for the preservation of life or to prevent a further serious injury or condition may be performed without consultation with the parent who does not have physical custody of

the child provided however, if time permits, the other parent shall be consulted and in any event informed as reasonably possible.

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

I. Both parents shall, when required, provide information to the other parent regarding the names, addresses, telephone numbers and other necessary facts concerning the providers of any medical or health care to the child.

J. Each parent shall at all times conduct him or herself in a manner which promotes the cooperation and involvement of the other parent on any matters which concern the medical and health care of the child, keeping in mind that the cooperation and involvement of both parents on issues regarding medical and health care of the child is in the best interests of the child.

K. The terms of the Judgment for Dissolution of Marriage and Marital Settlement Agreement entered into between the parties regarding health and dental insurance to cover

the medical care and treatment of the minor child are incorporated herein and made a part of this Order.

PARENTING TIME:

L. The parties agree to reasonable parenting time privileges for the Non-Custodial Parent as set forth in the Judgment for Dissolution of Marriage and Marital Settlement Agreement entered into between the parties and the terms thereof regarding parenting time are incorporated herein and made a part of this Order. The parties shall adhere to the following rules with respect to the custody of and parenting time with the minor child.

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

N. The Custodial Parent shall not threaten to withhold parenting time from the Non-Custodial Parent. The Non-Custodial Parent shall not threaten to prevent or delay the return of the child to the Custodial Parent after a period of parenting time.

O. The Custodial Parent shall prepare the child both physically and mentally for parenting time with the Non-Custodial Parent. The child shall be available at the time mutually agreed upon between the parties for the beginning of parenting time.

P. The Non-Custodial Parent shall advise the Custodial Parent as soon as possible if the Non-Custodial Parent is unable to keep planned parenting time with the child.

Q. Neither parent shall unreasonably question the child regarding the activities of the other parent.

R. Neither parent shall expose the child to any immoral conduct between the parent and any member of the opposite sex.

S. The Non-Custodial Parent shall not visit the child at unreasonable hours.

T. The Non-Custodial Parent shall work with the Custodial Parent to arrange parenting time schedules which shall take into account the child's educational, athletic and social activities. The Non-Custodial Parent may take the child to appropriately planned activities.

U. In the event the Non-Custodial Parent takes the child for an extended period to a place other than the Non-Custodial Parent's residence, the Non-Custodial Parent shall inform the Custodial Parent of the child's whereabouts within twenty-four (24) hours of said travel and shall provide the other party information concerning the location, the address and telephone number of the location of the child.

V. If parenting time does not occur, through no fault of the Non-Custodial Parent compensatory parenting time shall be arranged.

W. Both parents shall, at all times, conduct themselves in a manner which promotes the beneficial effects on the minor child of parenting time with the Non-Custodial Parent.

X. That the parties shall adhere to the following parenting time schedule for the non-

custodial parent as follows;

a. Non-Custodial parent shall have parenting time with the minor child as determined and agreed upon by the parties.

MEDIATION OF CONFLICTS:

If any conflicts arise between the parents as to any of the provisions of this Joint Parenting Order or the implementation hereof, the complaining parent shall first notify the other parent of the nature of the complaint and both parents shall make reasonable attempts to negotiate a settlement of the conflict. Whenever practicable under the circumstances, said complaints shall be made in written form and given to or mailed to the other parent. The parent receiving said complaint shall, when practicable, reply to the complaint in a similar manner in written form. If the parties are unable to resolve their conflict within a reasonable period of time, the parties agree to mediation of the conflict by the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, in all matters which do not involve any immediate danger to the physical, psychological or emotional health of the minor child.

That said Joint Parenting Agreement shall be reviewed annually on the anniversary date of the entry of the Judgment for Dissolution of Marriage.

CHILD SUPPORT:

C. That the non-custodial parent shall pay to the custodial parent as and for the support of the minor child, **RC**, born in 1998, the sum of **ONE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$1,400.00)** per month plus 20% of any bonus and commission income commencing upon the entry of the Judgment for Dissolution of Marriage. This figure is based on twenty percent (20%) of the non-custodial parent's net income in the amount of **FOUR THOUSAND THREE HUNDRED FIFTY-SIX (\$4,356.00)** monthly and comports with the statutory guidelines in Section 505 of the Illinois Marriage and Dissolution of Marriage Act.

The non-custodial parent's respective obligation under this paragraph shall commence, except as otherwise herein provided, upon the effective date of this Agreement and shall continue until the emancipation, as defined hereinafter, of the child in question.

For purposes of this Agreement, the terms "emancipation" shall be defined as the occurrence of the first of the following events:

1. The child's death;
2. The child attaining the age of 18 years or completion of a high school education, whichever later occurs, but in no event beyond the child's 19th birthday;
3. The child's maintaining a full-time residence outside of home of the parent having primary care of him or her, exclusive of that child's residence at a secondary boarding school. Camp or

similar facility;

4. The child's obtaining full-time employment, exclusive of employment during school vacation periods;
5. The child's induction in the armed services of the United States or the National Guard; or
6. The child's marriage.

SCHOOL AND EXTRACUCCRICULAR ACTIVITY RELATED EXPENSES:

D. That the Respondent shall be solely responsible for any school registration fees and school related expenses including but not limited to the lunch program to be paid directly to the school relative to the minor child during the child's attendance at high school. That the Respondent shall be solely responsible for any and all extracurricular activity fees and related expenses for the parties minor child. That the Respondent shall pay these obligations in a timely manner consistent with the payment periods as set forth by the school or the activity.

That the Respondent shall be solely responsible for **PAC** and **RSC's** car insurance so long as they are a full time student.

COLLEGE:

E. That the Respondent agrees to pay fifty percent (50%) of **RSC** and **PAC's** college for a 4 year degree. That the remaining portion of said college expense obligation as defined herein shall be the sole responsibility of **RSC** and **PAC**. The Respondent's obligation for college

contribution shall include tuition, room and board, books, lab fees and transportation.

LIFE INSURANCE:

F. That the Respondent shall provide a life insurance policy in the amount **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**. That the Respondent shall have an obligation to name the Petitioner as trustee for the benefit of the minor child so long as he has an obligation under the terms of this Judgment for Dissolution of Marriage. That the Respondent shall provide proof to the Petitioner on an annual basis that said insurance is in full force and effect.

AUTOMOBILES:

G. That the Petitioner shall receive the 2001 Land Cruiser as her sole and separate property. That the Respondent agrees to repair the front window and driver's seat in the Petitioner's vehicle within thirty (30) days from the entry of the Judgment for Dissolution of Marriage.

The Respondent shall receive the 2011 Ford Truck as his sole and separate property and shall be solely responsible for any indebtedness due thereon and agrees to hold the Petitioner harmless therefrom.

That the parties acknowledge there exists a 2004 Toyota Corolla which the parties' sons, **PAC** and **RSC** drives which shall be awarded to Peter. The parties agree to agree to execute any documents reasonably necessary in which to transfer ownership of same.

REAL ESTATE:

H. That the parties are the joint owners of certain residential real estate located at 423 McKinley Avenue, Libertyville, Illinois 60048 currently held in joint tenancy. The parties agree that they shall sever the joint tenancy and the property shall be held as tenants in common.

That the Petitioner shall be awarded the exclusive possession of the property located at 423 McKinley Avenue, Libertyville, Illinois, until the property is sold and closed. That the Petitioner shall be solely responsible for the electric, gas, cable, phone service, trash, sewer and water during the periods in which she occupies the residence commencing upon the entry of the Judgment for Dissolution of Marriage.

That the residence located at 423 McKinley Avenue, Libertyville, Illinois, 60048 shall be placed on the market for sale no later than December 31, 2016. That within thirty (30) days from the entry of the Judgment for Dissolution of Marriage the Respondent shall payoff the 1st mortgage on the residence located at 423 McKinley Avenue, Libertyville, Illinois, 60048 in the approximate amount of \$255,000.00.

That the Respondent shall be solely responsible for the mortgage, real estate taxes, and homeowners insurance until he pays off the 1st mortgage. The Respondent shall have a continuing responsibility after the payoff of the mortgage, to pay the real estate taxes, homeowners insurance until the property is sold.

That upon the sale and closing and after the payment of the customary closing costs of sale the parties agree to equally divide the net proceeds of sale.

Any necessary or required repairs to maintain the integrity and functionality of the house during the Petitioner's occupancy, or items as suggested by a realtor at the time of the listing of the property for sale or the sale of the property shall be placed in writing and the parties will agree and equally divide any of the above described expenses.

That within one hundred twenty (120) days from the entry of the Judgment for Dissolution of Marriage, the Respondent agrees to make the following repairs to the marital residence at his sole cost;

- a. Repair of living room couch and loveseat;
- b. New furnace not to exceed the cost of \$5,000.00 along with duct cleaning for house at 423 McKinley Avenue, Libertyville, Illinois, 60048;
- c. Repair to the shower area in downstairs bathroom;
- d. Repair to front door at 423 McKinley Avenue, Libertyville, Illinois, 60048.

That the Respondent shall be entitled to claim any mortgage interest or real estate tax deductions until the time of the sale of the marital residence.

PERSONAL PROPERTY:

I. That the personal property has been divided by agreement of the parties. That in the event a dispute arises, this Court shall retain jurisdiction over this matter.

MARITAL INDEBTEDNESS:

J. That the Respondent shall be solely responsible for the following outstanding marital indebtedness without contribution from the Petitioner;

- a. Internal Revenue Service debt for tax years 2009 and 2012 of approximately \$8,000.00 in the name of the Petitioner and the Respondent;
- b. Illinois Department of Revenue debt for tax years 2011 and 2013 in the approximate amount of \$2,000.00 in the name of the Petitioner and the Respondent;
- c. ComEd in the approximate amount of \$500.00;
- d. Orthodontia for RC in the approximate amount of \$5,000.00;
- e. Northwestern Medical Faculty in the approximate amount of \$222.00 or any medical bills through 2013;
- f. Lake County Radiology in the approximate amount of \$143.28 and any medical

for Richard M. Cline through 2013;

g. Suburban Medical Associates in the approximate amount of \$338.65 or any medical bills for Richard M., Robert, Jane and Peter through 2013;

h. Park Avenue Dental in the approximate amount of \$1,293.24 or medical through 2013;

i. Anderson Family Dental in the approximate amount of \$270.00;

j. Larry Auderbach in the approximate amount of \$155.00;

k. Alexian Brothers in the approximate amount of \$153.30;

l. Alexian Brothers in the approximate amount of \$58.02;

m. Condell Hospital medical bills for Richard M., Robert, Jane, and Peter for anything through 2013;

n. Lake Forest Hospital medical bills for Richard M., Robert, Jane, and Peter for anything through 2013;

o. Discover Services account number ending in 6927 in the name of Richard Cline;

p. Wells Fargo mortgage account ending in 2921 in the name of Richard Cline;

q. Arpino and Wollney Orthodontia for Robert Cline in the name of Richard and Jane Cline;

r. Souma Diagnostics – account in the Petitioner’s name.

That the Petitioner agrees to be solely responsible for the above described indebtedness as well as any and all outstanding indebtedness obligations through December 31, 2013 and agrees to hold the Petitioner harmless therefrom in the event she is ever required to pay or contribute towards any indebtedness as set forth in this paragraph.

RETIREMENT ACCOUNTS:

K. That the Respondent is a participant in the Summit Business Media 401(K) Plan administered through New York Life and the Respondent shall be awarded said account as his sole and separate property.

That the Petitioner shall be awarded any retirement accounts in her name as her sole and separate property.

EXEMPTIONS:

L. That the parties shall file a joint Federal and State Income Tax Return for the 2013 calendar year and the Respondent shall be solely responsible for any Federal or State Income Tax due as a result of the 2013 tax filing.

That for all years thereafter, the Petitioner shall be entitled to claim the child as an exemption for Federal and State Income Tax purposes in even numbered years and the Respondent shall be entitled to claim the child as an exemption for Federal and State Income Tax purposes in odd numbered years so long as Respondent is current in his obligation of

support. That both parties shall execute Internal Revenue Service Form 8332 in which to accomplish this purpose.

DIVISION OF ASSETS:

M. That the Petitioner shall receive the following assets as her sole and separate property;

1. Wells Fargo Advisors account ending 9997
2. Bank of America account ending _____

That the Respondent agrees to execute any documents reasonably necessary to convey to the Petitioner these accounts.

That the Respondent shall receive the following assets as his sole and separate property;

1. Fifth Third Bank checking account, Taylor Mill, KY, account ending in 1403;
2. Fifth Third Bank savings account, Taylor Mill, KY, account ending in 7723;
3. BMO Harris Bank checking account, Libertyville, IL, account ending in 5922;
4. Edward Jones account, Carlisle, PA.

MEDICAL INSURANCE:

N. That the Respondent shall maintain a major medical and dental insurance policy available through his employment on behalf of the parties children to the extent allowable

under the terms of his health insurance policy but not beyond the children's respective 26th birthday. That after the submission of all claims to the insurance for payment, the Respondent shall be solely responsible for any and all expenses not covered by insurance without any contribution from the Petitioner up until each respective child reaches the age of 23 years old.

The Respondent agrees to be solely responsible for the cost of a medical insurance policy for the Petitioner consistent with her existing medical coverage so long as she is not cohabitating and/or remarried. That this insurance payment shall not be construed as maintenance.

MAINTENANCE:

O. That the Petitioner's right to receive maintenance is hereby reserved. That commencing upon the sale of the marital residence, the Wife may file a Petition seeking an award of maintenance at which time the Court shall conduct a denovo hearing to determine the amount and the duration of maintenance.

That the Respondent is barred from any right he may have to receive any past, present, or future maintenance from the Petitioner.

GENERAL PROVISIONS:

P. That the Petitioner and Respondent shall each be responsible for their own expenses including, but not limited to hospital, surgical, medical, dental, optical and all other debts. In

the event that Petitioner is ever asked to pay any debt or obligation heretofore or hereafter incurred by or because of the Respondent, the Respondent shall indemnify her and save her harmless for all expenses incurred in payment or defense against any such debt or obligation. In the event Respondent is ever asked to pay any debts or obligations of Petitioner, the Petitioner shall indemnify him and save him harmless for all expenses incurred in the payment or defense against any such debt or obligation.

Q. That this Agreement contains the whole and entire Agreement made by and between the parties, and has been examined by each of the parties hereto and believed by them to be fair, just and equitable with respect to each of them. There shall be no oral modification or amendment to this Agreement and all further modifications, if any, must be made in writing, made express reference to this Agreement, be signed by both parties and their signature must be acknowledged.

R. That except as expressly provided herein, each of the parties are forever precluded from asserting any right or claim against the other because of their marriage and from making any claim in and to any of the property of the other, whether real, personal or mixed and wherever situated that either has had, now has or in the future may acquire, including but not limited to rights of homestead, dower, marital property, inheritance, descent, distribution, or any other right derived from the marital relation under any present or future law, whether in

possession or in expectancy, and whether vested or contingent. Petitioner and Respondent further agree that in the event any suit is commenced relating to rights relinquished, this Judgment shall constitute a complete defense when pleaded.

S. That this Court shall retain jurisdiction of this matter for the purpose of enforcing the provisions and terms of this Agreement.

ENTER:

J U D G E

READ AND AGREED:

JANE CLINE

H. RICHARD CLINE

JEFFERY C. ERICKSEN

PREPARED BY:

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