

Acty No. 03126462 JBV/lar 03/04/96
IN THE CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

FILED
CIRCUIT CLERK
KANE COUNTY
ILLINOIS
MAR 14 1996

FILED
MAR 14 1996
J. M. [Signature]

IN RE: THE MARRIAGE OF)
ANN C. FOSTER,)
Plaintiff,)
and)
G. WILLIAM FOSTER,)
Defendant.)

GEN. NO. D KA 95 1431A 2X

NOTION FOR EXCLUSIVE POSSESSION OF THE MARITAL HOME

NOW COMES the Plaintiff, ANN C. FOSTER, by J. Brick Van Der Snick of Schaffner & Van Der Snick, P.C., and for her Motion for Exclusive Possession of the Marital Home, states as follows:

1. Concurrently, the parties and their minor children live at the marital residence, which is a large single family home located at 951 Stanton Street, Batavia, Illinois, 60510.
2. In the last four (4) months, there has been acrimony and bitterness between the parties, especially since the Plaintiff has stated to the Defendant that she wants a divorce and has filed the petition for Dissolution of Marriage.
3. Plaintiff has requested upon the Defendant several times to leave the marital residence which would return the home to a calm and quiet setting.
4. Because of the Defendant's presence in the marital residence, it is upsetting to the minor children of the parties and to the mental welfare of the Plaintiff.
5. The physical and mental well being of the Plaintiff and the

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(68-22)

minor children are jeopardized by the occupancy of the marital residence by both Plaintiff and Defendant and it would be in the Plaintiff and minor children's best interest if the Defendant was ordered to leave the marital residence pending further order of court.

4. That the parties have substantial outsets, including the Defendant having an interest in a corporation which causes additional income, thereby enabling the Defendant to afford a residence other than that of the marital residence.

5. That in the last sixty (6) days, the Defendant has pushed, shoved, and caused physical abuse and emotional harm of the Plaintiff, thereby putting her in fear for not only herself but also for the parties minor children.

5. Said physical abuse is a basis in which the Court, pursuant to 750 HCS 40/2011-1 and 750 HCS 5/701 can grant exclusive possession of the residence.

WHEREFORE, your Plaintiff prays as follows:

A. That this Court order the Defendant to remove himself from the marital residence immediately and grant the Plaintiff exclusive possession of the marital residence along with the two (2) minor children of the parties.

3. That this Court enter a temporary restraining order against the Defendant from calling, harassing or touching the Plaintiff.

C. That this Court assess attorneys fees and costs against the Defendant.

D. For such other and further relief as to the Court may seem just and fair.

Ann C. Foster
ANN C. FOSTER

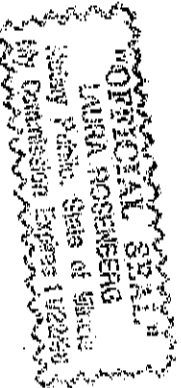
STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, ANN C. FOSTER, being first duly sworn on oath, deposes and states that I am the plaintiff in the above-entitled cause of action; that I have read and understand the foregoing MOTION herein subscribed; and that the matters therein set forth are true both in substance and in fact.

Ann C. Foster
ANN C. FOSTER

SUBSCRIBED AND SWORN to
before me this 5th day of
March, 1996.

Laura Rosenberg
Notary Public



This pleading prepared by the undersigned and executed in accordance with Supreme Court Rule 137.

J. Brick Van Der Snick
Attorney

J. Brick Van Der Snick
SCHARFNER & VAN DER SNICK, P.C.
115 Campbell Street
Geneva, IL 60134
Tel. 708/232-8900

OCT 24 1996

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Exhibit "A"

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 21st day of October, 1996, by and between G. WILLIAM FOSTER (hereinafter sometimes referred to as "husband") and ANN C. FOSTER (hereinafter sometimes referred to as "wife").

The inducements leading to the execution and delivery of this agreement are:

A. The parties were lawfully married in the City of Ann Arbor, County of Washtenaw and State of Michigan on March 31, 1983, and said marriage is registered in Ann Arbor, Washtenaw County, Michigan;

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have been separated and no longer live together as husband and wife;

C. As a result of said marriage, two (2) children were born to the parties, to-wit: GEORGE WILLIAM FOSTER born May 11, 1984, and CHRISTINE ELIZABETH FOSTER born July 16, 1987. No other children were born to the parties, none were adopted, and none are now in expectancy;

D. Wife has filed, as plaintiff, an action for dissolution of marriage in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, captioned "In Re: The Marriage of Ann C. Foster and G. William Foster, No. D KA 95 14332" which cause remains pending and undetermined;

E. The parties hereto each consider it to be in his or her best interest to settle between themselves the questions of maintenance for wife and husband, and forever, finally and fully to settle and adjust the respective rights of property of the parties, and any and all other rights growing out of the marital or any other relationship, now or previously existing between them, and finally and fully to settle any rights which either of them now has or may hereafter have or claim to have against the other, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, and any rights or claims in and to the estate of the other;

F. The wife has employed and had the benefit of counsel of J. BRICK VAN DER SNICK for the Firm SCHAFNER & VAN DER SNICK, of Geneva, Illinois, as her attorney. Husband has employed and had the benefit of counsel of RORY T. WEILER for the Firm WEILER & NOBLE, P.C., of Batavia, Illinois, as his

ARTICLE IX
MISCELLANEOUS PROVISIONS

1. Wife's Removal from Batavia School District: Should wife move outside the Batavia School District prior to the parties' child's, Christine's, having attained the age of eighteen (18) years, or the time she enters college, whichever first occurs, wife shall pay to husband the sum of Fifty Thousand Dollars (\$50,000.00), without interest. Wife will execute, and Attorney J. Brick VanDerSnick will hold, an unrecorded Mortgage on wife's residence, said residence having been referred to hereinabove in Article III, Paragraph 1. Husband will cancel said unrecorded mortgage upon the child's, Christine's, having attained the age of eighteen (18) years or entering college, whichever first occurs, provided wife has continued to reside within the Batavia School District, as contemplated by the parties' Joint Parenting Agreement, until said time. Should the parties agree that wife wishes to sell the residence that she is contemplating purchasing and move to another residence within the Batavia School District, wife will execute, and Attorney J. Brick VanDerSnick will hold, in accordance with the terms of this paragraph, an unrecorded mortgage on any and all future residences purchased by wife within the Batavia School District.

Should Attorney J. Brick VanDerSnick be holding an unrecorded mortgage on wife's residence in the event of wife's sale of said residence, and move outside the Batavia School District, the sum of Fifty Thousand Dollars (\$50,000.00), which wife must pay to husband pursuant to this provision, shall be paid from the proceeds from the sale of her residence, secondary only to her primary mortgage and customary closing costs and attorney's fees associated with the sale of the real estate, and husband may take any and all steps necessary to protect and secure wife's payment of said sum to husband, including, but not limited to, notifying Attorney J. Brick VanDerSnick to immediately record the mortgage being held by him hereunder. Upon receipt of such notification, Attorney J. Brick VanDerSnick shall either record said mortgage, or immediately forward same to husband for recordation.

Should wife and husband be unable to agree as to the location of wife's residence and/or her removal of herself and the minor child or children from the Batavia School District, and/or the emancipation of the parties' child, Christine, as contemplated by this provision, and thusly, whether husband should be reimbursed the Fifty Thousand Dollars (\$50,000.00) contemplated hereunder, wife and husband agree to have Susan Wegling Rogalinet, or another mutually agreed upon arbitrator, act as an arbitrator

relative to these issues, and the parties will be bound by, and abide by, the decision of the arbitrator relative hereto.

ARTICLE X
EXECUTION OF DOCUMENTS

1. Each of the parties hereto shall execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto, for any reason, shall fail or refuse to execute any such document, then this agreement shall, and he is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

ARTICLE XI

MUTUAL RELEASE, WAIVER OF MAINTENANCE,
ALIMONY AND ESTATE CLAIM

1. To the fullest extent by law permitted to do so, and except as to otherwise specifically provided for hereinabove, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, maintenance, dower, inheritance, descent, distribution, community, community interest and all other right, title or claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relationship existing between the parties hereto under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs,

JAN CARLSON
Clerk of the Circuit Court
Kane County, Ill.
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1 STATE OF ILLINOIS)
2) SS:
3 COUNTRY OF K A N E)

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5 IN THE CIRCUIT COURT OF KANE COUNTY
6 FOR THE SIXTEENTH JUDICIAL CIRCUIT OF ILLINOIS

7 IN RE: THE MARRIAGE OF:)
8)
9 ANN FOSTER,)
10)
11 Plaintiff,)
12)

13 VS.)
14)
15 G. WILLIAM FOSTER,)
16)
17 Defendant.)
18)

No. DKA 95-1430

19 REPORT OF PROCEEDINGS had and testimony taken
20 at the hearing in the above-entitled cause, before the
21 Honorable F. KEITH BROWN, Judge of said Court, on
22 Thursday, the 24th day of October, A.D., 1996.

23 PRESENT:
24 MR. J. BRICK VAN DER SNICK,
25 appeared on behalf of the Plaintiff.
26 MR. RORY F. WELER,
27 appeared on behalf of the Defendant.

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MARJANN T. BUSCH
Official Court Reporter

1 A That's correct.

2 Q And you understand that you cannot come back
3 to this or any other court in the future and re-assert
4 any right to maintenance, other than those two
5 specific instances?

6 A I do understand.

7 MR. WEILER: I don't have anything further, Judge.

8 THE COURT: I have never seen a provision as this,
9 such as the \$50,000 payment if someone moves out of
10 the school district. I'm not sure if that's -- let's
11 say when that day comes, the enforceability of that
12 provision would be an issue, I have a feeling, and how
13 it relates to what is in the best interests of the
14 children. And I am just going to be honest about it.

15 It almost sounds, on the initial surface, as
16 if you are holding someone hostage to stay within any
17 school district, which is not the law of the state of
18 Illinois. You may want to articulate a little more so
19 I understand. Does this fifty thousand represent that
20 she's getting a greater proportion of the marital
21 estate, initially, and that because of that if she
22 does move out, that the marital estate should be
23 readjusted to properly show equitable distribution?

24 MR. WEILER: Could we go off the record for just a