



DIocese OF THE ARMENIAN CHURCH OF AMERICA
ԱՌԱՋՆՈՐԴՈՒԹԻՒՆ ՀԱՅՈՑ ԱՄԵՐԻԿԱՅԻ ԱՐԵՒԵԼԵԱՆ ԹԵՍԻ

BISHOP KHAJAG BARSAMIAN, PRIMATE

Թի 587
Հոկտեմբեր 10, 1991

Արժանաշնորհ
Տ. Կարապետ Քհնյ. Քոչարեան
Հովի Ա. Մեսրոպ Եկեղեցոյ
Ռէյսին.

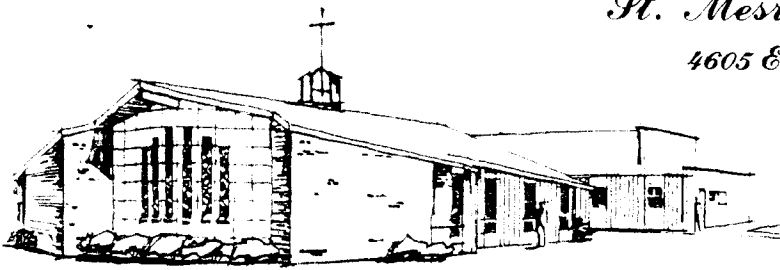
Սիրելի Տէր Կարապետ,

Ստացած ենք Հոկտեմբեր 3, 1991 թուակիր ձեր նամակը եւ կցեալ օրինակը ժողի Լ. Մորանի ամուսնալուծման պաշտօնաթուղթին:

Այս գրութեամբ կ'արտօնենք որ օրհնէք ժլմս Պէյլերեանի եւ ժողի Լ. Մորանի ամուսնութիւնը՝ Հայց. Եկեղեցոյ կանոններուն համաձայն:

Սիրոյ ողջունի

Խաժակ Եպս. Պարսամեան
Առաջնորդ



St. Mesrob Armenian Apostolic Church

4605 Erie Street, Racine, Wisconsin 53402

414-639-0531

*Աստուծոյ Գրաստանից Ներկայից
Իր. Գարեգին Կոչակեան*

Reverend Father Garabed Kochakian, Pastor

Տէր Կարապետ Բահաւայ Բոշաքեան — Հովիտ

October 3, 1991

The Right Reverend Bishop Khajag Barsamian, Primate
Diocese of the Armenian Church of America
630 Second Avenue
New York, New York 10016

Dear Srpazan:

Enclosed please find a dispensation for a marriage blessing to take place in Greenfield's parish of St. John The Baptist. Also, a copy of the divorce decree for the non-Armenian spouse-to-be.

I request your permission to celebrate the rite of Holy Crowning according to the canons of the Armenian Church. As indicated, this is the groom's first marriage.

Awaiting your reply to this request.

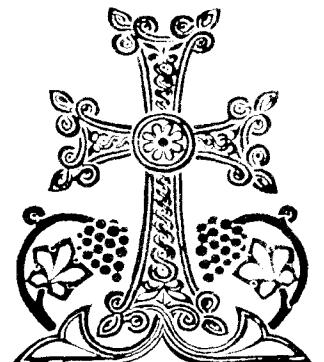
With filial respect always,

Rev. Fr. Garabed Kochakian

Fr. Garabed Kochakian
Pastor
St. Mesrob Armenian Church

OK

Enc.
mc



DISPENSATION FORM FOR REMARRIAGE

Date: October 3, 1991

His Grace Bishop Khajag Barsamian, Primate
Diocese of the Armenian Church in North America
630 Second Avenue
New York, New York 10016-4885

Your Grace:

The following persons wish to (re) - marry in the St. John Armenian Church .
We are requesting your permission for him/her to receive the Sacramental blessing in
accordance with the canons and discipline of the Armenian Apostolic Orthodox Church.

Mr. /Ms. James Baylerian Age 35
Single X Divorced:
Armenian Orthodox X Widowed
Roman Catholic
Protestant 1st Marriage X
Church Member X 2nd Marriage
3rd Marriage

The intended spouse is:

Mr. /Ms. Jodi L. Moran Age 28
Single Divorced: X
Armenian Orthodox Widowed
Roman Catholic
Protestant X 1st Marriage
Church Member 2nd Marriage X
3rd Marriage

Port Washington

He/She has officially been awarded a divorce in the city of in the state of
Wisconsin and has been granted permission to re-marry. Said decree issued
on (month) March (date) 14 (year) 1991.

Case no. 90-FA-133-B3.

St. John (Greenfield)

Their wedding has been scheduled to be held in the parish of on
(month) June (date) 27 1992.

Herewith you shall find a copy of all relevant documents.

I look forward to the approval of this wedding.

With prayerful obedience,

4. The parties were married on February 15, 1986 at Mequon, WI

5. (a) The following minor child(ren) (has/have) been born to or adopted by the parties.

Name Date of Birth

NONE

(b) Specific responsibility for payment of their medical and dental expenses has been made (in the marital settlement agreement/as adjudged herein).

(c) There are NO emancipated child(ren) of this marriage.

(d) No ~~other~~ minor child(ren) were born to the (petitioner/respondent) during this marriage (~~except~~ _____).

(e) The wife is (not) pregnant.

6. (a) Neither party has begun any other action for divorce, legal separation, or annulment anywhere (except: Case No. 86-FA-265-B3 filed on 12/3/86 and dismissed on 8/26/87. _____).

(b) Neither party has been previously divorced ~~except~~: _____

7. The (petitioner/respondent/parties jointly) (is/are) fit and proper persons to be given the legal custody of the minor child(ren). The best interests of the child(ren) are served by awarding (sole/joint) legal custody to the (petitioner/respondent/both parties) with periods of physical placement as follows:

N/A

8. The marriage is irretrievably broken.

9. The parties' assets, their interests therein, the values thereof, and their encumbrances and debts are found to be (as set forth in the (petitioner's/respondent's) financial disclosure form(s), which ~~were~~ were) updated as required by statute on the record and marked as (~~an~~ exhibit(s) at the time of trial, and ~~are~~ are) on file herein ~~xxxxxxx~~

10. The (petitioner's/respondent's) arrearage of record for (maintenance/child support, family support) as of the date of trial is (fixed at \$ _____ /expunged). N/A

11. The parties' marital settlement agreement is found to be fair and reasonable, is approved in its entirety, and is incorporated by (~~reference~~ attachment) as the judgment of this Court.

CONCLUSIONS OF LAW AND JUDGMENT

13. Divorce. The marriage between the petitioner, Timothy L. Moran, who resides at Cedarburg, WI and is by occupation a(n) V.P. of Ozaukee Aluminum, Inc. and the respondent, Jodi L. Moran, who resides at Graton, WI and is by occupation a(n) student is dissolved, and the parties are divorced effective immediately on the 19 day of November, 1990, except as the parties are informed by the Court that under sec. 765.03(2), Stats. ✓

It is unlawful for any person, who is or has been a party to an action for divorce in any court in this state, or elsewhere, to marry again until six months after judgment of divorce is granted, and the marriage of any such person solemnized before the expiration of six months from the date of the granting of judgment of divorce shall be void.

14. Custody and Physical Placement. The (petitioner/respondent/parties jointly) (is/are) awarded the legal custody of the following child(ren):

N/A

with periods of physical placement awarded as follows:



ԱՌԱՋՆՈՐԴՈՒԹԻՒՆ ՀԱՅՈՑ

DIocese of the Armenian Church of America, 630 Second Avenue, New York, N.Y. 10016-4885 212 686-0710

Archbishop Torkom Manoogian, Primate

Ապրիլ 17, 1990

Արժանաշնորհ
Տ. Կարապետ Քհնյ. Քոչարեան
Հովի Ա. Մեսրոպ Եկեղեցույ
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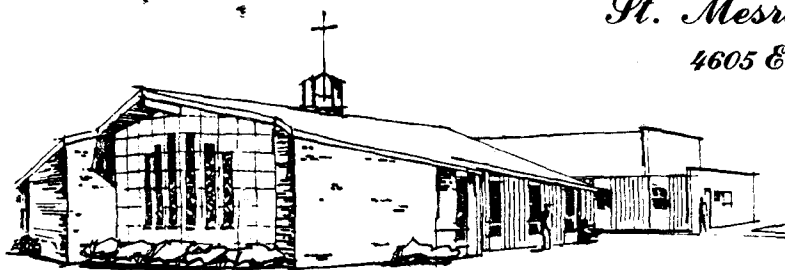
Սիրելի Տէր Հայր,

Ստացուած է Ապրիլ 9, 1990 թուակիր ձեր նամակը եւ ներփակեալ օրինակները Ճէք Միհրան Թափանճեանի եւ Մարթա Ճէյն Հոուլնի ամուսնալուծման պաշտօնաթուղթերուն:

Այս գրութեամբ կը տեղեկացնեմ որ կրնաք կատարել Ճէք Միհրան Թափանճեանի եւ Մարթա Ճէյն Հոուլնի ամուսնութիւնը՝ համաձայն Հայաստանեայց Եկեղեցույ կանոններուն:

Աղօթակից

Խաժակ Վրդ. Պարսամեան
Առաջնորդի Փոխանորդ



St. Mesrob Armenian Apostolic Church

4605 Erie Street, Racine, Wisconsin 53402

414-639-0531

*Սուրբ Մեսրոպ Հայաստանեայց Եկեղեցի
Ռեյսին, Ուիսկոնսին*

Reverend Father Garabed Kochakian, Pastor

Տէր Կարապետ Քահանայ Բնչաբեան — Հովիւ

April 9, 1990

V. Rev. Fr. Khajag Barsamian, Vicar General
Diocese of The Armenian Church of America
630 Second Avenue
New York, New York 10016

Dear Hayr Soorp:

Enclosed you shall find petition forms (2) properly filled out requesting permission to celebrate the Sacrament of Holy Crowning for

Jack Mihran Tavajian
and
Martha Jane Hoene

scheduled to be blessed on May 25, 1990. Their divorce and annulment papers are herewith enclosed for your review. She will be Baptized into the Armenian Church before the wedding blessing is granted. I am already working with her in preparation for this sacrament.

I see no reason for this petition to be denied and strongly recommend affirmation of this request.

Prayerfully,

Fr. Garabed Kochakian

Enc.
mc

OK



Date: April 9, 1990

Archbishop Torkom Manoogian
Primate
Diocese of the Armenian Church of America
630 Second Ave.
New York, New York 10016

Your Eminence:

The following person wishes to marry in the St. Mesrob Armenian Church and we are requesting your permission for him/her to do so.

Mr./Ms. Jack Mihran Tavajian	Age 48
Single _____	Divorced <u>X</u>
Armenian Orthodox <u>X</u>	Widowed _____
Catholic _____	Church member <u>X</u>
1st Marriage _____	Protestant _____
2nd Marriage <u>X</u>	

The intended spouse is:

Mr./Ms Martha Jane Hoene	Age _____
Single _____	Divorced _____
Armenian Orthodox _____	Widowed _____
Catholic _____	Protestant _____
1st Marriage _____	2nd Marriage _____
Church member _____	

He/~~She~~ has officially been granted a divorce having been granted in the city of Waukegan, the state of Illinois and has been given permission to re-marry. Said decree issued on October 1, 1981 Case no. 81 D 1481
(month date year)

Herewith you will find a copy of all relevant documents.

Their wedding has been scheduled to be held in the St. Mesrob Armenian Church on May 25 1990
(month) (date) (year)

I look forward to your approval of this wedding.

Obediently yours,

Jr. Grigori Koshakian

Date: April 9, 1990

Archbishop Torkom Manoogian
Primate
Diocese of the Armenian Church of America
630 Second Ave.
New York, New York 10016

Your Eminence:

The following person wishes to marry in the St. Mesrob Armenian Church and we are requesting your permission for him/her to do so.

Mr./Ms. <u>Jack Mihran Tavajian</u>	Age <u>48</u>
Single _____	Divorced <u>X</u>
Armenian Orthodox _____	Widowed _____
Catholic _____	Church member <u>X</u>
1st Marriage _____	Protestant _____
2nd Marriage _____	

The intended spouse is:

Mr./Ms <u>Martha Jane Hoene</u>	Age <u>49</u>
Single _____	Divorced <u>X</u>
Armenian Orthodox _____	Widowed _____
Catholic _____	Protestant _____
1st Marriage _____	3rd Marriage <u>X</u>
Church member _____	

~~He~~/She has officially been granted a divorce having been granted in the city of Waukegan, the state of Illinois and has been given permission to re-marry. Said decree issued on January 11, 1983 Case no. 82 D 208
(month date year)

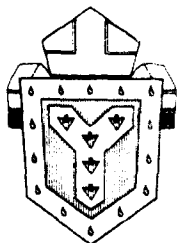
Herewith you will find a copy of all relevant documents.

Their wedding has been scheduled to be held in the St. Mesrob Armenian
Church on May 25 1990
(month) (date) (year)

I look forward to your approval of this wedding.

Obediently yours,

Fr. Garabed Kochakian



DIOCESE OF TULSA
P. O. BOX 2009
TULSA, OKLAHOMA 74101

MARRIAGE TRIBUNAL

March 31, 1981

918 / 587-4388

HORNE - MODISETTE
F-35/74

Mrs. Jane Hoehne
Route 1, Box 69
Libertyville, IL 60048

Dear Jane,

Your petition for nullity of your marriage with Raymond A. Modisette has been given an affirmative decision by this Tribunal.

We have enclosed the Decree of Nullity which you should give to your present pastor who will work with you toward validation of your present union. Please let me know if you have questions, or if I can help in any other way.

My prayers and best wishes for your future.

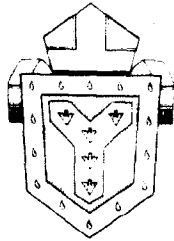
Sincerely yours in Christ,

Rev. John J. Wade
Officialis

JJW:dp

Enc.

cc: Rev. Robert T. Schlitt
St. John's University Parish
Stillwater, OK



DIOCESE OF TULSA
P. O. BOX 2009
TULSA, OKLAHOMA 74101

MARRIAGE TRIBUNAL

918 / 587 4388

HORNE

vs.

MODISETTE

Prot. No. F-35/74

In nomine Domini. Amen.

The Tribunal of the Diocese of Tulsa was presented with a petition for a declaration of nullity for the marriage of:

Martha Jane Ellen Horne, Plaintiff, and Raymond Allen Modisette, Defendant,
on November 3, 1976. This marriage took place at: Midwest City, OK,
on August 13, 1970. Civil divorce was obtained at: Stillwater, OK,
on June 6, 1972. Grounds on which the case was to be tried were:

LACK OF DUE DISCRETION BASED ON MUTUAL IMMATURETY OF THE PARTIES

The petition was duly accepted; a collegiate Tribunal was constituted; evidence was gathered; and the case was duly concluded.

The Tribunal, in session on March 13, 1981, for the purpose of rendering a decision in this case, having carefully considered the evidence and having applied the norms of Law, found in the affirmative that the marriage had been proven to have been null. The Defender of the Bond for this case was consulted and indicated that he felt an appeal against the affirmative decision already rendered would be clearly superfluous. Dispensation was obtained by the Most Reverend Ordinary from the President of the N.C.C.B., in accordance with Norm 23 of the Procedural Norms issued by the Council for the Public Affairs of the Church, April 28, 1970, and extended to remain in force until the new order of matrimonial court procedure is promulgated.

WE, THEREFORE, ISSUE THIS DOCUMENT AS THE DEFINITIVE SENTENCE IN THIS CASE: THE MARRIAGE IN QUESTION HAS BEEN DECLARED NULL AND VOID SO THAT, UNDER THE LAWS OF THE CATHOLIC CHURCH, THE PETITIONER IS FREE TO ENTER INTO ANOTHER UNION.

Given at the Tribunal of the Diocese of Tulsa this 31st day of March,
1981.

Rev. Dennis C. Day
Presiding Judge

Rev. Thomas Biller
Defender of the Bond

Marathy Prusse
Notary

(L.S.)

STATE OF OKLAHOMA
Oklahoma County

GOOD ONLY IN OKLAHOMA COUNTY

THIS LICENSE MUST BE USED
WITHIN TEN DAYS

Marriage License

IN THE DISTRICT COURT

To Any Person Authorized to Perform the Marriage Ceremony, *Clergyman*: Upon delivery of this marriage license within ten days from date of its issue to you;

You are hereby authorized to join in marriage Mr Raymond J. Modisette of Choctaw Okla aged 20 years, and M Patricia Jean Ellen Howe of Midwest City Okla aged 19 years, and by the command of the statutes you shall make due return of this license to my office within five days succeeding the performance of the marriage herein authorized.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office in Oklahoma City, in said County, this 13th day of August, 1970

DAN GRAY, District Court Clerk of Oklahoma County

(SEAL)

Virginia Duke
DEPUTY CLERK

Person officiating will note. (Reverse)

STATE OF OKLAHOMA

Certificate of Marriage

I, James J. Moore

(NAME OF OFFICIAL OR MINISTER)

Pastor
(OFFICIAL OR CLERICAL DESIGNATION)

Bethel Baptist Church
(NAME OF COURT OR CONGREGATION)

Bethel Okla
(NAME OF PLACE WHERE LOCATED)

In Oklahoma County, State of Oklahoma, do hereby certify that I joined in marriage the persons named in and authorized by this license to be married, on the 13 day of Aug, A.D. 1970

at 9:00 AM, 5th Ave near Midwest City, Oklahoma County, Oklahoma, in the presence of Bobby Modisette of Rt 3 Box 353 Choctaw, Okla

and Patricia J. Howe of 2601 Oakhurst Dr. Midwest City

BOOK 3 PAGE 184 Ray county Rev James J. Moore
(NAME OF OFFICIAL OR MINISTER)

29 316

IN THE DISTRICT COURT OF PAYNE COUNTY, STATE OF OKLAHOMA

MARTHA JANE ELLEN MODISETTE,)
)
 Plaintiff,)
)
 vs.)
)
 RAYMOND ALLEN MODISETTE,)
)
 Defendant.)

NO. JFD-72-156.

DECREE OF DIVORCE

Now, on this 6th day of June, 1972, the above numbered and styled cause of action comes on to be heard before the Court upon the verified Petition of the Plaintiff at a time when said Court is in regular judicial session and pursuant to assignment. Plaintiff is present in person and by her attorney, W. Keith Thomas, of the firm of Draper, Thomas & Hert, and the Defendant, having filed herein his general appearance, waiving time to plead and consenting to trial, came not but wholly made default.

Thereupon, the Plaintiff introduces her evidence and rests, and no evidence is introduced by or on behalf of the Defendant, and the Court, after having examined the pleadings filed herein, having heard the evidence of the Plaintiff, and being fully advised in the premises, finds that the Plaintiff is entitled to an absolute decree of divorce from the Defendant on the grounds of incompatibility.

The Court specifically finds that the Plaintiff has been for more than six (6) months preceding the filing of her Petition herein an actual resident in good faith of the State of Oklahoma; and that she has been for more than thirty (30) days preceding the filing of said Petition herein an actual resident in good faith of the County of Payne, State of Oklahoma.

The Court further makes findings in connection with the property and property rights of the parties hereto and directs entry of judgment in accordance therewith.

The Court further finds that the Plaintiff should be granted restoration of her maiden name, Martha Jane Ellen Horns.

The Court further finds that Plaintiff is without adequate funds to prosecute this action; that Defendant is able-bodied and gainfully employed, and should be required to pay one-half (1/2) of Plaintiff's attorney fees for the use and benefit of her attorney, W. Keith Thomas, of the firm of Draper, Thomas & Hert, and that he should be required to pay one-half (1/2) of the costs of this action.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED BY THE COURT that the bonds of matrimony heretofore existing between the parties hereto are hereby vacated, set aside and held for naught, and the Plaintiff is granted an absolute decree of divorce from the Defendant; provided, however, that this decree does not become fully effective until the expiration of six (6) months from this date, meaning that neither party shall marry any other person within that time.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Plaintiff be and she is hereby awarded the 1971 Chevrolet automobile, subject to a mortgage indebtedness thereon in the approximate amount of \$1,300.00 in favor of Earl A. McClain, of Del City, Oklahoma; the miscellaneous household goods, utensils and miscellaneous personal belongings now in her possession, exclusive of any lien or claim thereon by the Defendant. IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant be and he is hereby awarded the 1968 Honda motorcycle; the miscellaneous household goods, utensils and miscellaneous personal belongings now in his possession, exclusive of any lien or claim thereon by the Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Plaintiff be and she is hereby granted restoration of her maiden name, Martha Jane Ellen Horne.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant be and he is hereby ordered to pay one-half (1/2) of Plaintiff's attorney fees for the use and benefit of her attorney, W. Keith Thomas, of the firm of Draper, Thomas & Hert, and that he pay one-half (1/2) of the costs of this action.

STATE OF OKLAHOMA, COUNTY OF PAYNE, SS.
I, the undersigned COURT CLERK, hereby certify that the foregoing is a true copy of the original instrument now on file in this office.
Witness my hand and seal this 6th day of June, 1972

ROSE E. JARVIS, COURT CLERK, PAYNE COUNTY, OKLA.

Carriem Shields Associate DISTRICT JUDGE

S/Leon G. York

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS.

FILED

JAN 3 - 1983

Sally A. Coffey
CIRCUIT CLERK

IN RE: THE MARRIAGE OF)
OTTO E. HOEHNE,)
 Plaintiff and Counter-Defendant)
 and)
MARTHA JANE HOEHNE,)
 Defendant and Counter-Plaintiff)

GENERAL NO. 82 D 208

JUDGMENT FOR
DISSOLUTION OF MARRIAGE

This cause, coming on to be heard on the Counter-Petition of the Defendant and Counter-Plaintiff, MARTHA JANE HOEHNE, the response of the Plaintiff and Counter-Defendant, OTTO E. HOEHNE, and the stipulation of the parties that the cause might be heard on petition and response as in the case of default; Defendant and Counter-Plaintiff, appearing in person and by and through her attorney, MICHAEL W. GANTAR, of Larson, Gantar & DeMartini, and Plaintiff and Counter-Defendant appearing by his attorney, NORMAN R. SILVERMAN; and the Court having examined the property settlement agreement heretofore entered into by and between the parties, and having heard the testimony of witnesses sworn and examined in open Court, and having heard the argument of Counsel for the respective parties, and 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 maintenance of either spouse, for the custody and support of the minor children and the disposition of the property.

2. That the Counter-Plaintiff was domiciled in the State of Illinois when the Petition for Dissolution of Marriage was filed and has been so domiciled for a period in excess of 90 days prior to the entry of this Judgment

3. That the Counter-Plaintiff and Counter-Defendant were married on June 1, 1974, and said marriage was registered in the city of Stillwater, State of Oklahoma.

4. That three children were born to the parties as a result of this marriage, namely: ERICH EUGENE HOEHNE, born May 5, 1976, now six years of age; SARAH ELIZABETH HOEHNE, born January 4, 1978, now four years of age; DEBORAH LEIGH HOEHNE, born November 3, 1979, and now 3 years of age; that there were no children adopted by the parties, and the Counter-Plantiff is not now pregnant in expectation of child.

5. That at all times the Counter-Plaintiff conducted herself as a true, faithful and affectionate wife, and that the Counter-Plaintiff is free from any faults or provocations herein.

6. That the Counter-Defendant, in disregard of his marriage vows to the Counter-Plaintiff, has, since the marriage of the parties, been guilty of mental cruelty toward the Counter-Plaintiff, with no cause or provocation on the part of the Counter-Plaintiff.

7. That the Counter-Plaintiff has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent, and relevant evidence; that a Judgment for Dissolution of Marriage should be entered herein.

8. That the parties hereto have entered into an oral property settlement agreement concerning the question of maintenance of the Counter-Plaintiff and Counter-Defendant, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court, and it is in words and figures as follows:

A. Counter-Plaintiff shall have care, custody, control and education of the minor children of the parties, subject to reasonable and liberal rights of visitation by the Counter-Defendant.

B. Counter-Defendant shall maintain and pay all costs of hospital, medical and dental insurance covering the minor children of the parties, during their minority, said insurance covering extraordinary expenses incurred.

C. Counter-Defendant shall, during the minority of the children of the parties, continue to maintain those life insurance policies insuring his life and currently naming the children as the beneficiaries, and continue to maintain those life insurance policies until the children become emancipated.

D. Counter-Plaintiff shall be entitled to take one of the minor children as an exemption on her Federal and State Income Tax returns, and the Counter-Defendant shall be entitled to take two of the minor children as an exemption on his Federal and State Income Tax returns.

E. Counter-Defendant shall pay to Counter-Plaintiff the sum of ONE HUNDRED EIGHTY and 00/100 (\$180.00) DOLLARS per week as and for child support. The amount of child support is premised and based entirely upon the Counter-Defendant's present net take-home pay of FOUR HUNDRED SIXTY ONE and 00/100 (\$461.00) DOLLARS per week.

F. Counter-Defendant shall, contemporaneously with the entry of this Judgment, pay to the attorney for Counter-Plaintiff the sum of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS as and toward her attorneys fees in this matter.

G. Counter-Defendant shall pay to Counter-Plaintiff as and for a lump sum of maintenance the sum of SIXTY TWO THOUSAND FIVE HUNDRED AND 00/100 (\$62,500.00) DOLLARS to be paid as follows:

FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS upon the entry of this Judgment for Dissolution of Marriage and the balance of FIFTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$57,500.00) DOLLARS shall be allocated as follows: Counter-Defendant shall, by Quit Claim Deed, transfer all of his right, title and interest in and to forty acres of unimproved property located in Stillwater, Oklahoma, and legally described as follows:

"The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4, Township 18N, Range 3 E of the Indian Meridian in Payne County, Oklahoma"

said forty acres has a value of TWENTY SIX THOUSAND AND 00/100 (\$26,000.00) DOLLARS, and the remaining balance of the lump-sum due Counter-Plaintiff in the amount of THIRTY ONE THOUSAND FIVE HUNDRED AND 00/100 (\$31,500.00) DOLLARS shall be paid as follows: for 121 months after the entry of this Judgment, the sum of TWO HUNDRED SIXTY AND 33/100 (\$260.33) DOLLARS per month commencing on the first month after the entry of this Judgment and payable each month thereafter until paid in full. It is agreed, contemplated and understood by the parties, that all of the aforesaid periodic payments are to be made by the Counter-Defendant to the Counter-Plaintiff, and that said period payments are in discharge of a legal obligation which, because of the family or marital relationship, are imposed or incurred by the Counter-Defendant under a written instrument incident to a dissolution of marriage, all within the meaning and intention of Section 71 and Section 215 of the Federal Internal Revenue Code of 1954, as is now in effect, and of

similar provisions of future laws or rules of regulations, including 26CFR (Regulations) Section 1.71-1(d)(3)(i)(a) & (b). That such periodic payments will be includable in the Counter-Plaintiff's gross income, pursuant to Section 71 and will be deductible by the Counter-Defendant pursuant to Section 215. That the Counter-Plaintiff is barred from any further claim of maintenance from Counter-Defendant; that the Counter-Defendant is barred from any further claim of maintenance from Counter-Plaintiff.

That Counter-Plaintiff grants to Counter-Defendant an option to buy the aforementioned forty acres in Stillwater, Oklahoma. That in order to secure payment of the balance of THIRTY ONE THOUSAND FIVE HUNDRED AND 00/100 (\$31,500.00) DOLLARS by the Counter-Defendant to Counter-Plaintiff, the Counter-Defendant shall contemporaneously with the entry of this Judgment execute a Note secured by a Second Mortgage on the remaining 120 acres of unimproved property in Stillwater, Oklahoma. Said Note shall not accrue any interest and shall set forth the payment schedule as aforementioned.

H. Counter-Plaintiff shall, by Quit Claim Deed, transfer all of her right, title and interest to the remaining 120 acres of unimproved property in Stillwater, Oklahoma, and shall, by Quit Claim Deed, transfer all of her right, title and interest in and to certain real estate containing 292 acres in Collville, Washington.

I. Counter-Plaintiff shall retain as her sole property the 1978 Chevrolet Malibu automobile as her possession, and Counter-Defendant shall retain as his sole property the 1972 Dodge Van in his possession. Each party shall execute all documents necessary to effectuate the transfer and vesting of title to the aforesaid in the name of the party entitled thereto.

J. Counter-Plaintiff shall receive as her sole and separate property the household furniture and furnishings located at Rt. 1, Box 69, Libertyville, Illinois, and Counter-Defendant shall retain as his sole and separate property that property now in his possession.

K. The Counter-Plaintiff and Counter-Defendant herein both respectfully waive any right or interest in any retirement and any pension and/or profit sharing plan or annuity that the other may have, including any rights to Social Security benefits that either may have.

L. Each of the parties hereto will, promptly upon demand by the other, execute and deliver to such other party all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

M. Counter-Defendant shall be solely liable to pay the current mortgage indebtedness on the Stillwater, Oklahoma property and Collville, Washington, property, including the payment of real estate taxes and costs of insurance. Counter-Defendant agrees to indemnify and hold Counter-Plaintiff harmless from said obligations.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. That the bonds of matrimony now existing between the Counter-Plaintiff, MARTHA JANE HOEHNE and the Counter-Defendant, OTTO E. HOEHNE be and are hereby dissolved pursuant to statute; that the dissolution is granted to both the Counter-Plaintiff and Counter-Defendant.

2. That the property settlement agreement between the parties, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

3. Each of the parties hereto will, promptly upon demand by the other, execute and deliver to such other party any and all documents that may be necessary to affectuate and fulfill the terms of this Judgment.

4. Any right, claim, demand or interest of the parties in and to the maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the afore-said agreement, is forever barred and terminated.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the oral property settlement agreement as hereinabove set forth.

APPROVED:

Martha Jane Hoehne
MARTHA JANE HOEHNE, Counter-Plaintiff

Otto E. Hoehne
OTTO E. HOEHNE, Counter-Defendant

ENTER:

HARRY D. HARTEL, Jr.

J U D G E

DATED AT WAUKEGAN, ILLINOIS, THIS
DAY OF JAN 3 1983.

Lilly A. Coffelt
CIRCUIT CLERK

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

FILED

SEP 24 1981

IN THE CIRCUIT COURT FOR THE NINETEENTH
JUDICIAL CIRCUIT, LAKE COUNTY, ILLINOIS

Sally A. Cuffelt
CIRCUIT CLERK

IN RE: THE MARRIAGE OF:
KATHRYN TAVAJIAN,
Petitioner,
and
MIHRAN JACK TAVAJIAN,
Respondent,

General No. 81 D 1481

JUDGMENT OF DISSOLUTION

THIS CAUSE coming on be heard on the Petition For Dissolution of the
Petitioner, KATHRYN TAVAJIAN, present and being represented by attorney,
MRS. ALYCE NEFF BROWNE, and the Respondent, MIHRAN JACK TAVAJIAN, having
appeared and waived time limits and stipulating to a prove-up as a default
the Court having heard the testimony of the witness duly sworn and exam-
ined in open court and being fully advised in the premises, finds as follows
that:

1. The Petitioner is now and for more than (90) days immediately
preceding the filing of her Petition and up, to and including the present
time has a continuous, actual domicile in the State of Illinois.
2. The parties were married on August 28, 1965, at Chicago, Illinois
and ever have been husband and wife.
3. The parties have lived and cohabited together as husband and wife
from the time of the marriage, except for period of separation, until
April 15, 1981 when they last separated.
4. Four children were born to these parties: TIFFANY, 15, CHRISTOPHER,
12, TAMMY 13, and TINA, 9; no other children were born or adopted to these
parties; Petitioner is not now pregnant.
5. Both parties are fit and proper persons to have the sole care,
custody control and education of said children, subject to visitation.
6. Subsequent to the marriage, the Respondent, without fault or
provocation by the Petitioner, has been guilty of extreme and repeated
acts of mentally cruelty, which caused the Petitioner to become nervous,
upset and mentally distressed.
7. Through the joint effort of the parties, they acquired certain house-
hold goods and other personal property, which the Court should equitably
allocate according to the annexed ~~Petition~~ Settlement Agreement.
8. Both parties are able-bodied and self supporting and both should be
barred from maintenance or alimony forever.

9. Reasonable support from Petitioner is waived and settled for possession of marital home by Respondent.

10. All other matters are included in the annexed Property Agreement, which is found to be fair and equitable.

ON THE MOTION OF MRS. ALYCE NEFF BROWNE, ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

A. The bonds of matrimony between Petitioner, KATHRYN V. TAVAJIAN, and Respondent, NIHRAN JACK TAVAJIAN, are hereby forever dissolved; both parties are awarded a Judgment of Dissolution.

B. Petitioner and Respondent are forever barred from maintenance or alimony from each other.

C. The personal property is awarded to the party in possession.

D. All matters of support, marital obligations, and property, including the home at 103 Sears Blvd., Wildwood, Il., shall be governed by the annexed agreement.

E. The Court shall retain jurisdiction to enforce this judgment.

Dated this 24th day of September
1981, at Waukegan, Illinois

ENTER:

John J. Kaufman

JUDGE

PETITIONER'S ATTORNEY
MRS. ALYCE NEFF BROWNE
526 Clayton Street
Waukegan, Illinois. 60085
(312) 336-4510

FILED

SEP 24 1981

Sally A. Cypert
CIRCUIT CLERK

MARITAL SETTLEMENT AGREEMENT

This Agreement made this 27th day of September, 1981, by and between MIHRAN JACK TAVAJIAN, (hereinafter referred to as "Husband"), and KATHRYN TAVAJIAN, (hereinafter referred to as "Wife");

WITNESSETH:

WHEREAS, the Husband and Wife were lawfully married on the 28th day of August, 1965, in the City of Chicago, County of Cook, State of Illinois; and

WHEREAS, four children were born to the parties as a result of this marriage, namely: TIFFANY, born February 28, 1966, and presently 15 years of age; TAMMY, born July 4, 1967, and presently 14 years of age; CHRISTOPHER, born May 26, 1969, and presently 12 years of age; and, TINA, born July 2, 1971, and presently 10 years of age. That no children were adopted by the parties during the course of the marriage and the Wife is not presently in expectancy; and

WHEREAS, the Wife has filed against the Husband an action for dissolution of the marriage, said action having been filed in the Circuit Court of the Nineteenth Judicial District, Lake County, Illinois, under Docket No. 81 D 1481, the cause being entitled, "In Re The Marriage of Kathryn Tavajian, Petitioner, and Mihran Jack Tavajian, Respondent", and that said cause remains pending and undetermined; and

WHEREAS, the parties consider it to their best interests to settle between themselves the questions of alimony, maintenance, and support for themselves, the questions of custody, support, maintenance, medical and related needs, and the education of the children of the parties, and to fully settle the rights of property of the parties, including marital and non-marital property, other rights growing out of the marital or any other relationship which now or previously existed between them, and to settle any rights

which either of them now has or may hereafter have or claim to have against the other, and to settle all rights of every kind, nature, and description of which either of them now has or may hereafter have, or claim to have, against the other, in or to any property of the other, whether real, personal, or mixed, now owned or which may hereafter be acquired by either of them, and to settle any rights or claims in and to the estate of the other; and

WHEREAS, the Wife has employed and has had the benefit of counsel of ALYCE NEFF BROWNE, and the Husband has employed and has had the benefit of counsel of HOLMSTROM & GREEN, specifically, THOMAS A. SCHERMERHORN. The parties both acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with the wealth, property, estate and income of the other, and that the parties as among themselves have reached an agreement which they are now desirous of having reduced to writing;

NOW, THEREFORE, in consideration of the mutual and separable promises and undertakings herein contained, and for other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, the parties do freely and voluntarily agree as follows:

CUSTODY

That the parties shall have joint custody of the minor children, each party agreeing that each is a fit and proper person to have the care, custody, control and education of the parties' minor children, and that it is in the best interests of the parties' minor children that the Husband and Wife have their joint care, custody, control and education.

That the physical custody of the children will be with the Husband at the place of his residence at 103 Sears Blvd., Wildwood, Illinois.

That the parties will cooperate as to when the children will be with either parent, keeping in mind the best interests of the minor children.

CHILD SUPPORT

That the Husband shall be the sole support of the parties' minor children.

MAINTENANCE

That the Husband and Wife each agree to waive maintenance from the other and each other. Each the Husband and Wife understand that maintenance is support from one's spouse. Each of the parties also understand that by waiving maintenance at this time, each is precluded from seeking maintenance from the other in this Court or any other Court at any time in the future.

REAL ESTATE

That the marital residence located at 103 Sears Blvd., Wildwood, Illinois, shall continue to be held in joint tenancy with the Husband having exclusive possession to occupy said premises.

That the Husband shall continue to exclusively occupy the marital residence until such time as the youngest minor child attains the age of 18 or the Husband remarries, whichever event first occurs.

If an event occurs giving rise to the sale of the home, either of the parties shall have the right to buy out the interest of the other at a price agreeable to the parties.

When the marital residence is sold, the parties shall divide the net equity on an equal basis.

DEBTS

That while the Husband is in exclusive possession of the marital residence, he shall be responsible for any and all ordinary repair for said residence. Additionally, the Husband shall be responsible for the monthly mortgage payment consisting of the principal and interest payment, taxes, insurance and utilities.

In the event of an item of major repair, "major repair" being defined as any single repair cost which exceeds \$100.00, the parties shall cooperate to determine the best manner to proceed and each shall be responsible for fifty (50%) percent of said repair cost from the entire repair costs.

The Wife shall pay the debt to Dr. Peter J. Waidzunas, \$367.30 towards the garage loan, and the Wife shall retire an open end checking account debt.

The Husband shall be responsible for any and all other indebtedness.

PERSONAL PROPERTY

That the Wife shall have as her sole and separate property her personal belongings including jewelry and, additionally, shall have a plant stand, a kerosene lamp, a set of dishes and a picture given to her by the children.

That the Husband shall have as his sole and separate property any and all other household furnishings, furniture and fixtures in the marital residence.

That the Husband shall have as his sole and separate property a certain van automobile. The Husband shall retire any debt on said automobile and indemnify and hold the Wife harmless from any lost cost or expense that she might incur from his failure to make said payment.

The Wife shall have as her sole and separate property a 1973 Ford automobile which is in her possession and control.

PERSONAL INJURY AWARD

That the Wife recently received as a settlement for personal injury the sum of \$14,808.12. That the Wife shall set up the following accounts: \$500.00 each for the minor children of the parties, \$2,000.00 for the Husband. The Wife shall retain the sum of \$10,808.12. The Husband agrees not to make any further claim in respect to said settlement.

ACCIDENT AND HEALTH INSURANCE

That the Husband shall provide accident and health insurance for the minor children of the parties and be responsible for ordinary medical, dental and orthodontia expenses of the children.

The parties shall be equally responsible for extraordinary medical expenses, "extraordinary" being defined herein as any single treatment for medical, dental, orthodontia, psychiatric or psychological treatment which exceeds \$100.00.

LIFE INSURANCE

That each of the parties shall designate as beneficiary on their respective life insurance policies the minor children of the parties, such beneficial designation to remain irrevocable until such time as each party has no further monetary obligation to the children.

DEPENDENT DEDUCTIONS

That the Husband shall take as dependent deductions for the purposes of his Federal and State income taxes the minor children of the parties.

ATTORNEY FEES

That each of the parties will be responsible for their own attorney's fees and costs.

EXECUTION OF DOCUMENTS

That each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, given sufficient instruments necessary or proper to vest the titles and estates in their respective parties hereto, as hereinabove provided, and thereafter, at any time, 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 properties of said parties in the matter herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it 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.


GENERAL PROVISIONS

That each of the parties hereto have read this Agreement in its entirety and agree to be bound by its terms and agree that the terms and conditions contained herein are an equitable settlement of the parties' rights arising out of their marital relationship. Each of the parties hereto 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, dower, inheritance, descent, distribution, community interest and all other rights, title, claim, interest and estate as Husband and Wife, Widow or Widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to 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, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any and all of the rights relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives,

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared KATHRYN TAVAJIAN personally known to me to be the same person who executed the foregoing instrument.

GIVEN under my hand and Notarial Seal this 27th day of September, 1981.



Notary Public