

**RESIDENTIAL LEASE**

**TERM OF LEASE**

**Beginning:** December 1, 2005  
**Ending:** November 30, 2006

<b><u>Date of Lease:</u></b> November 24, 2005	<b><u>Monthly Rent:</u></b> \$1,375.00	<b><u>Security Deposit:</u></b> \$1,375.00
---	---	---

**Last Month Rent:**  
\$1,375.00

**LESSEE:**

**Name:** Penny Foster/Bradford  
Elizabeth P. Bradford

**LESSOR:**

**Name:** James S. Sharp

**Address of Premises:**  
164 Grady Drive  
Bolingbrook, IL 60440

**Business Address:**  
351 Deering Lane  
Bolingbrook, IL 60440

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor for a private dwelling the designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

**LEASE COVENANTS AND AGREEMENTS**

- 1. RENT** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above in the caption designated 'MONTHLY RENT', monthly in advance, until termination of this lease, at Lessor's address as Lessor may designate in writing. The first payment is due on or before **December 1, 2005**, and subsequent payments on the 1st day of each succeeding month. Lessee agrees to pay Lessor last months rent in advanced prior to **July 1<sup>st</sup> 2006** in the amount of **\$1,375.00**.
- 2. SECURITY DEPOSIT** Lessee has deposited with Lessor the Security Deposit stated above as security for the performance of all covenants and agreements of Lessee hereunder. Lessor may at any time or times apply all or any portion thereof in payment of any amounts due Lessor from Lessees, and upon Lessor's demand Lessee shall in such case during the term of the lease promptly deposit with Lessor such additional amounts as may then be required to bring the Security Deposit up to the full amount stated above. Upon termination of the lease and full performance of all Lessee's obligations hereunder, so much of the Security Deposit as remains unapplied shall be returned to Lessee. This deposit does not bear interest unless and except as required by law. Where all or a portion of the Security Deposit is applied by Lessor as compensation for property damage, Lessor when and as required by law shall provide to Lessee an itemized statement of such damage and of the estimated or actual cost of repairing same. If Lessor utilizes his or her own labor to repair any damage caused by the Lessee, the Lessor may include the reasonable cost of his or her labor to repair such damage.

19. **COMPLIANCE WITH LAWS, STATUTES AND ORDINANCES** The parties to this lease acknowledge that the terms of this lease may be inconsistent with the laws, statutes or ordinances of the jurisdiction in which the Premises are located, and where inconsistent, those terms may be superseded by the provisions of such laws, statutes, or ordinances. To the extent the provisions of such laws, statutes or ordinances supersede the terms of this lease, such provisions re hereby incorporated into the terms of this lease by this reference, and the parties to this lease agree to refer to such provisions and to be bound thereby.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease sated above.

LESSEE:

+ Pammy Foster Bralford  
+ Elizabeth Bralford

LESSOR:

JSS [Signature]

IN THE CIRCUIT COURT OF THE 16th JUDICIAL CIRCUIT

Kane COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

PENNY FOSTER  
(Type or Print Plaintiff's Name) Plaintiff;

LOUIS FOSTER  
(Type or Print Defendant's Name) Defendant.

vs.

06 DK 1654

NO.

**JOINT AFFIDAVIT REGARDING SEPARATION OF THE PARTIES  
DIVISION OF PROPERTY AND WAIVER OF BIFURCATED HEARING**

FILED  
ENTERED  
2006 NOV 28 P 3:26  
JANICE A. SEYLER  
CLERK  
CIRCUIT COURT  
KANE COUNTY  
ILLINOIS

NOW COME PENNY FOSTER, Plaintiff, and LOUIS FOSTER  
(Type or Print Plaintiff's Name) (Type or Print Defendant's Name)

Defendant, and being first sworn on their oaths, depose and state as follows:

1. That irreconcilable differences have caused the irretrievable breakdown of their marriage.
2. That all efforts at reconciliation of the differences between the parties have heretofore failed and future attempts at reconciliation would be impracticable and not in the best interest of the parties.
3. That the parties have lived separate and apart for a continuous period of more than six (6) months prior to the date of this affidavit, having separated on or about Dec 17, 2005 and having remained living separate for all times thereafter.  
(Month) (Day) (Year)
4. a. That each of the parties hereto expressly waive the requirement that the continuous period of living separate and apart be in excess of two (2) years in order for the Court to enter a Dissolution of Marriage based upon irreconcilable differences which have caused the irretrievable breakdown of their marriage; and,  
b. Each of the parties further stipulates that the requirement shall be reduced to a period only in excess of six (6) months rather than in excess of two (2) years as provided by Section 401(a) (2) of the Illinois Marriage and Dissolution of Marriage Act.
5. That the marital property belonging to the parties has been divided according to the terms of the written agreement of the parties filed with the Petition for Dissolution of Marriage in this cause, and that the parties have executed all documents required to carry out the agreement.
6. That the parties waive any right either may have to a bifurcated hearing in this cause.
7. That each of the parties represents that their signing of this Affidavit is their individual, sole, voluntary act.

Penny Foster  
Plaintiff (Plaintiff's Signature)

[Signature]  
Defendant (Defendant's Signature)

IN THE CIRCUIT COURT OF THE 16th JUDICIAL CIRCUIT  
KANE COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

PENNY FOSTER  
(Type or Print Plaintiff's Name) Plaintiff;

06 DK NO. 1654

LOUIS C. FOSTER  
(Type or Print Defendant's Name) Defendant.

FRANKLIN BREWE

FILED  
ENTERED  
2006 NOV 28 P 3:21  
COURT CLERK  
KANE COUNTY, ILLINOIS

**JOINT PETITION FOR SIMPLIFIED DISSOLUTION OF MARRIAGE**

Now come Plaintiff, PENNY FOSTER, without counsel, and Defendant, LOUIS FOSTER,  
(Type or Print Plaintiff's Name) (Type or Print Defendant's Name)  
without counsel, and hereby petition this Honorable Court for a dissolution of the marriage between Plaintiff and  
Defendant. In support of this petition for dissolution of marriage, the parties state as follows:

1. The Plaintiff is presently 45 years of age; Plaintiff's occupation is waitress;  
Plaintiff resides at 1641 Grady Bolingbrook Illinois;  
(Street Address) (City) (State)  
and  has  has not resided in the State of Illinois for at least ninety (90) days immediately preceding  
(Check one) the filing of this Petition for Dissolution of Marriage.

**NOTICE**  
BY ORDER OF COURT THIS CASE IS HEREBY  
SET FOR CASE MANAGEMENT CONFERENCE  
BEFORE THE ABOVE NAMED JUDGE  
ON FEB 16 2007  
AT 9:00 A.M. P.M.

2. The Defendant is presently 50 years of age; Defendant's occupation is \_\_\_\_\_;  
Defendant resides at 3078 Wakefield Carpehtersville Illinois;  
(Street Address) (City) (State)  
and  has  has not resided in the State of Illinois for at least ninety (90) days immediately preceding  
(Check one) the filing of this Petition for Dissolution of Marriage.

FAILURE TO APPEAR MAY RESULT IN THE  
CASE BEING DISMISSED IN ACCORDANCE  
WITH ILLINOIS RULES OF  
PROCEDURE.  
DEFAULT BEING ENTERED

3. The Plaintiff and Defendant have been married for less than eight (8) years prior to the filing of this petition;  
they were married on Dec 13, 2002; and the marriage was registered in Kane  
(Month) (Day) (Yr.) (County)  
County, IL  
(State)

4. No children were born to the Plaintiff and Defendant during their relationship; no children were adopted by  
the parties; and PENNY FOSTER, to her knowledge, is not pregnant.  
(Type or Print Wife's Name)

5. The parties have lived separate and apart for a continuous period in excess of six (6) months and  
irreconcilable differences have caused the irretrievable breakdown of their marriage; efforts at reconciliation  
have failed and future attempts at reconciliation would be impracticable and not in the best interests of the  
parties. The parties have signed an affidavit waiving the requirement for a continuous period living separate  
and apart in excess of two (2) years. The parties have lived separate and apart since Dec 17, 2005  
(Month and Day) (Yr.)

6. Neither party is dependent on the other party for spousal support (also known as alimony or maintenance), or each party is willing to waive the right to spousal support. Both parties understand that consulting with attorneys may help determine eligibility for spousal support. Both Plaintiff and Defendant waive any rights to maintenance.
7. Neither Plaintiff nor Defendant has any interest in real property (real estate).
8. The parties have disclosed to each other all assets and their tax returns for all years of the marriage.
9. Neither party has a gross annualized income in excess of \$20,000; the Plaintiff's gross annual income from all sources is \$11,000; the Defendant's gross annual income from all sources is \$          ; and the total annual income of the parties is less than \$35,000.00.
10. The total fair market value of all marital property, after deducting all encumbrances, is less than \$10,000.00 and the parties have executed a written agreement dividing all assets in excess of \$100.00 in value and allocating responsibility for debts and liabilities between the parties. A copy of the written agreement, signed by both parties, is filed with this petition.

11. (Optional) PENNY FOSTER \_\_\_\_\_'s former/maiden name was  
Bradford (Type or Print Wife's Name)  
 \_\_\_\_\_  
 (Type or Print Wife's Maiden OR Former Name)

**WHEREFORE, the parties pray as follows:**

- A. That the parties be awarded a Judgment of Dissolution of Marriage dissolving the bonds of matrimony existing between them.
- B. That the written agreement of the parties dividing marital assets, debts and liabilities, a copy of which is filed with this petition, be incorporated into the final order and judgment of this Court granting the petition for dissolution of marriage.
- C. (Optional) That PENNY FOSTER \_\_\_\_\_ be restored to her former/maiden name,  
Bradford (Type or Print Wife's Name)  
 \_\_\_\_\_  
 (Type or Print Wife's Maiden OR Former Name)
- D. That this Court grant the parties such other and further relief as may be just.

Penny Foster  
 \_\_\_\_\_  
 Plaintiff (Plaintiff's Signature)

[Signature]  
 \_\_\_\_\_  
 Defendant (Defendant's Signature)

VERIFICATION

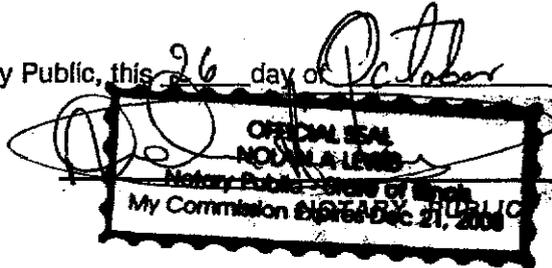
STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, PENNY FOSTER, being first duly sworn upon oath, depose and say that  
(Type or Print Plaintiff's Name)

I have read the foregoing Joint Affidavit, understand the contents thereof, and believe the same to be true and correct to the best of my knowledge and belief.

Penny Foster  
Plaintiff (Plaintiff's Signature)

Subscribed and sworn to before me, a Notary Public, this 26 day of October, 1906



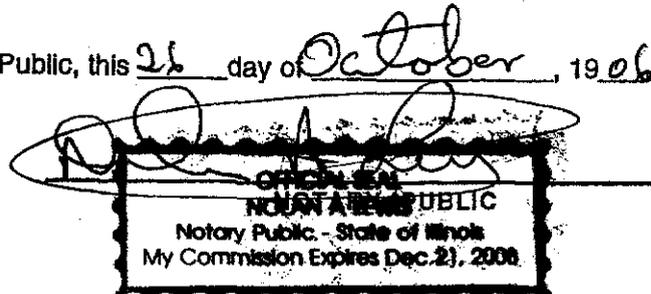
STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, LOUIS FOSTER, being first duly sworn upon oath, depose and say that  
(Type or Print Defendant's Name)

I have read the foregoing Joint Affidavit, understand the contents thereof, and believe the same to be true and correct to the best of my knowledge and belief.

Louis Foster  
Defendant (Defendant's Signature)

Subscribed and sworn to before me, a Notary Public, this 26 day of October, 1906



IN THE CIRCUIT COURT OF THE 16 JUDICIAL CIRCUIT  
Kane COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

PENNY FOSTER  
 (Type or Print Plaintiff's Name) Plaintiff;  
 vs.  
LOUIS FOSTER  
 (Type or Print Defendant's Name) Defendant.

NO. '06 DK 7654

AGREEMENT AS TO ASSETS AND DEBTS

Now come PENNY FOSTER, Plaintiff, and LOUIS FOSTER  
 (Type or Print Plaintiff's Name) (Type or Print Defendant's Name)  
 Defendant, and hereby agree to the following distribution of all marital assets in excess of One Hundred Dollars  
 (\$100.00) in value and the following division of all marital debts and liabilities.

Marital Assets

Description of Asset and Estimated Value

(List all marital assets in excess of One Hundred Dollars  
 [\$100.00] in value - assets of lower value may be listed)

1. CHEVY LUMIN
2. Mercury COUGAR
3. COMPUTER
4. ASSORT CB RADIO Equipment
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

Party to Receive Asset

(Enter name of Party [Husband or Wife]  
 who will receive the asset)

- PENNY
- LOUIS
- PENNY
- LOUIS
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

FILED  
 ENTERED  
 JUN 28 P 3 29  
 CLERK  
 COURT  
 COUNTY, ILL.

## Marital Debts and Liabilities

Description of Debt or Liability <small>(List all Marital Debts and Liabilities)</small>	Amount <small>(List total balance due)</small>	Account Number <small>(List Account Number where applicable)</small>	Party to Pay Debt <small>(Enter name of Party [husband or wife] who will be responsible for paying the Debt or Liability)</small>
1. NICOR GAS	\$	0273481001 <small>(3078 WALKER RD)</small>	LOUIS FOSTER
2. Com Ed	\$		LOUIS FOSTER
3. any & all utilities - At 3078 Walkers Rd <small>Maplewood</small>	\$		LOUIS FOSTER
4. Com Ed	\$	8900009024	PENNY BRADFORD
5. NICOR GAS	\$		PENNY BRADFORD
6. ANY 3 all utilities at 164 <small>Grady Edgewood</small>	\$		
7.	\$		
8.	\$		
9.	\$		
10.	\$		
11.	\$		
12.	\$		
13.	\$		
14.	\$		
15.	\$		

*Penny Foster*

Plaintiff's Signature

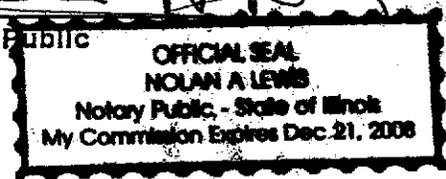
*John Foster*

Defendant's Signature

Subscribed and Sworn to before me this 26 day of October, 1906.

*[Signature]*

Notary Public

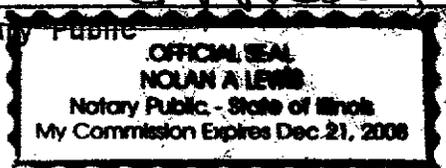


(Seal)

Subscribed and Sworn to before me this 26 day of October, 1906.

*[Signature]*

Notary Public



(Seal)