

IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

Atty No. 26828

IN RE THE MARRIAGE OF:

JACK GELPERIN

Petitioner

and

DEOSA GELPERIN

Respondent

No. 92 D 11537

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the duly verified Petition for Dissolution of Marriage of the Petitioner, JACK GELPERIN, and the response thereto of the Respondent, DEOSA GELPERIN; the Petitioner being present in open Court and being represented by his counsel, ROGER A. RUBIN AND DANIEL MORIARITY, of the law firm of PRETZEL & STOUFFER, CHARTERED, and the Respondent being present in open Court and being represented by her counsel, BURTON S. HOCHBERG and ANDREA K. MUCHIN, of the law firm of SCHILLER, DU CANTO AND FLECK; the Court having heard the evidence adduced by the Petitioner in support of his said Petition, and having heard argument of counsel and being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.
2. That both the Petitioner and the Respondent were, at the time of commencement of this action, residents of the State of Illinois, and such residences have been maintained for in excess of ninety (90) days next preceding the making of this finding.



Doc#: 0413827083
Eugene "Gene" Moore Fee: \$82.50
Cook County Recorder of Deeds
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3. That the parties hereto were lawfully joined in marriage on, to-wit: the 30th day of April, 1983 in Chicago, Cook County, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.
4. That one (1) child was born to the parties hereto as issue of their said marriage, namely: ALEXANDER, born December 21, 1986, and that no children were adopted by the parties and that the Respondent is not now pregnant.
5. That 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 the marriage and efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interest of the family and the parties have elected to waive the requirement of living separate and apart for a continuous period in excess of two (2) years by written stipulation.
6. That the parties have filed a Stipulation in accordance with statute by which they have jointly elected to waive the requirement of living separate and apart for a continuous period in excess of two (2) years.
7. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interest of the family.
8. That the Petitioner has proven the material allegations of his Petition by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein.

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a Judgment of Dissolution of Marriage and the bonds of marriage heretofore existing between the Petitioner, JACK GELPERIN, and the Respondent, DEOSA GELPERIN, be, and the same are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent, dated 12/7, 1993, and hereinabove set forth in full, is made a part of this Judgment of 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 this agreement.

C. Pursuant to the terms of said Marital Settlement Agreement, and under the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, said Agreement shall not be modifiable by subsequent action of any Court without the express written consent of the parties hereto.

D. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated 12/7, 1993, as hereinabove set forth.

E. *Deosa Gelperin is granted leave to resume the use of her maiden name to wit: Choles*

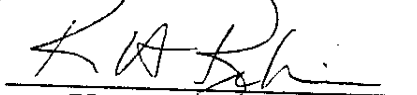
APPROVAL:




JACK GELPERIN, Petitioner



DEOSA GELPERIN, Respondent



PRETZEL & STOUFFER, CHTD.
Attorneys for Petitioner



SCHILLER, DuCANTO AND FLECK
Attorneys for Respondent
AURELIA PUCINSKI

ENTER: DEC 7 1993
JUDGE NANCY S. SUTHERS 1911
DEPUTY CLERK JUDGE

SCHILLER, DU CANTO AND FLECK
Attorney No. 26828
Attorneys for Respondent
200 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1089
Telephone No. (312) 641-5560

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7 day of December, 1993, by and between DEOSA GELPERIN, hereinafter referred to as the "Wife," and JACK GELPERIN, hereinafter referred to as the "Husband."

WITNESSETH

- A. The parties were lawfully married on April 30, 1983 at Chicago, Illinois.
- B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have been estranged from each other and are not now living together as Husband and Wife.
- C. One child was born to the parties as a result of the marriage, namely: Alexander, born December 21, 1986; said child is residing with the Wife. No other children were born to or adopted by the parties to the marriage and the Wife acknowledges that she is not pregnant.
- D. There is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 92 D 11537. The case is entitled "In Re The Marriage of Jack Gelperin, Petitioner, and Deosa Gelperin, Respondent." Said cause remains pending and undetermined.
- E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, support, custody, visitation, medical and educational requirements of the child of the parties, and attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing

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between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of the counsel of Burton S. Hochberg and Andrea K. Muchin of the law firm of Schiller, Du Canto and Fleck as her attorneys. The Husband has employed and had the benefit of the counsel of Roger A. Rubin and Daniel J. Moriarity of the law firm of Pretzel & Stouffer as his attorney. Each of the parties has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed as to the wealth, property, estate and income of the other, both directly and through the furnishing of complete financial data to counsel, and that each has been fully informed of his and her respective rights and obligations in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

G. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

H. This Agreement is entered upon the representation of JACK GELPERIN and DEOSA GELPERIN that each of them are not presently employed and have no current income from employment which representation is relied upon by the other in making this Agreement.

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NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

ARTICLE I

RESERVATION OF RIGHTS

1.1. This Agreement is not one to obtain or stimulate a Judgment of Dissolution of Marriage.

1.2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

CHILD CUSTODY AND VISITATION

2. 1. The parties mutually acknowledge that each is a fit and proper person to have the joint legal custody of their minor child, and they have further agreed that they shall request the Court to enter an order granting them joint legal custody of the minor child, with the primary physical residence and custody of the child to be with the Wife and the Husband to have liberal visitation as set forth in this Agreement. The parties agree that while both parents shall henceforth have equal rights and responsibilities regarding decision-making and the overall well being of the child, the every day non-major decisions affecting the child shall be made by the Wife.

2.2. The Husband shall have rights of liberal visitation at all reasonable times and places, including, but not limited to weekday visits, weekend visits, overnights, continuous periods during the child's vacations from school or otherwise, a sharing of secular and religious

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holidays and a sharing of birthdays and other important events and occasions affecting the child. Husband agrees to give Wife adequate advance notice of his intended exercise of summer visitation in order to enable Wife to make appropriate arrangements for summer activities. Wife shall have the first choice of vacation plans and time with the child during the summer in the event that Husband does not furnish written notice of his preference by certified mail to Wife prior to April 15th of each year. If the parties cannot agree to the specifics necessary to carry out the intention of this paragraph, either party may submit the matter to a Court of competent jurisdiction for determination of a specific visitation schedule which implements the intentions of this paragraph.

2.3. Each party shall keep each other informed as to the exact place where each of them resides, the phone numbers of said residence, his or her place of employment, the phone numbers of said place of employment and, if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and shall provide a phone number where he or she can be reached.

2.4. The Wife shall continuously advise the Husband of the child's grades and progress at school. Upon request, she shall supply the Husband with copies of grade reports, evaluations and report cards. The Wife also authorizes the Husband to inspect the child's school and medical records and to communicate with teachers, school personnel, counselors and physicians to discuss the child's standing and progress. In the event there are school programs open to parents, the Wife shall immediately inform the Husband of same and take whatever action is necessary to facilitate his attendance.

ARTICLE III

CHILD SUPPORT

3.1. Based upon the Husband's representations that he is currently unemployed and has no employment income, child support, other than the obligations set forth in paragraph 3.2 herein, is reserved (See attached EXHIBIT "A"). Commencing upon the effective date of this

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Agreement, the Husband has the following affirmative obligations with regard to his employment efforts and employment status:

a. Duty to Report:

The Husband shall provide the Wife with written information on all of his employment efforts. Said duty shall be discharged by providing the Wife with a narrative sworn statement by the Husband every ninety (90) days following the entry of judgment, until and through the entry of an order of child support, that sets forth with specificity the date and nature of all contacts with prospective employers including, but not limited to, cover letters sent seeking employment and responses thereto, business proposals for employment, consultation or to render services, or other documents purporting to reflect all efforts to seek or obtain employment. The first sworn statement shall include the time period from April 1, 1993, through the date of the statement. The time periods thereafter shall be at 90 day intervals and shall include the time since the date of the previous statement. The term "employment" shall include, but not be limited to, actual employment, consulting, independent contracting or any employment efforts or services, providing of services individually or through any partnership, joint venture, or corporation, whether on a one time or periodic basis.

b. Duty to Notify:

The Husband shall immediately provide the Wife with written information regarding his employment status, including, but not limited to, copies of any employment agreements, consulting agreements or other written documentation reflecting any terms and conditions of employment or consultation, together with documentation of funds received including, but not limited to, wage receipts, and copies of checks, whether earned individually or through any partnership, joint venture, corporation or otherwise.

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3.2. Commencing upon the effective date of this Agreement, the Husband shall timely pay the following expenses on behalf of the child until such time as a child support amount is determined: private school tuition at Anshe Emmet through grade school (approximately \$9,000 for the 1993-94 school year), medical insurance premiums and related medical expenses in the amount of approximately \$600 per year (set forth fully in Article V herein), and summer camp expenses. Included in the terms summer camp expense shall be fees, transportation, lunch allowance, if applicable, and any supplemental activity fees. The parties further agree that they shall discuss which school the minor child, Alex, shall attend for the 1994-1995 school year on or before June 15, 1994. However, if at that time, the Husband is not then making direct child support payments to the Wife, then the Wife may elect to enroll the minor child, Alex, in public school rather than private school after June of 1994 and receive thereafter from the Husband the equivalent private school education funds as direct child support from the Husband.

3.3. For purposes of this Agreement, the child shall be deemed to be emancipated upon the occurrence of the first of the following events:

- a. The child's death;
- b. The child's marriage;
- c. The child's attaining the age of eighteen (18) years or completion of a high school education, whichever later occurs.

ARTICLE IV

LAST WILL AND TESTAMENT

4.1. The Husband shall execute and keep in full force a Will or other testamentary instrument which shall provide that if the minor child of the parties, ALEX, shall survive him, he will be the sole beneficiary of the Husband's estate. Said beneficiary designation shall continue in full force and effect until the emancipation of the child as defined in Article III, section 3.3, provided that in the event said child pursues a college, university or vocational school education,

NO WILL WAS EVER EXECUTED

HUSBAND HAS SALES LIFE INSURANCE

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said designation shall continue until the completion or discontinuance of said educational pursuit or until said child attains the age of twenty-three years, whichever first occurs. The Husband shall furnish to the Wife upon the effective date of this Agreement, proof of compliance with this paragraph. The Husband represents and warrants that he has not and will not do anything to reduce or eliminate the assets that would be subject to his probate estate, including, but not limited to, placing any assets in joint tenancy, transferring any property into trust or otherwise.

ARTICLE V

MEDICAL AND RELATED EXPENSES

5.1. The Husband shall pay all extraordinary medical and dental expenses incurred on behalf of the child of the parties. All ordinary medical and dental expenses incurred on behalf of the child shall be paid by the Wife.

5.2. Except as otherwise herein provided, the parties' respective obligations under this Article shall commence upon the effective date of this Agreement and shall continue until the emancipation of the child as defined herein, provided that if the child pursues a college, university or vocational school education, then the obligations of the parties as set forth in this Article shall continue until said child's completion or discontinuance of said educational pursuit, but in no event shall the obligations hereunder continue beyond said child's twenty-third birthday.

5.3. For purposes of this Agreement, the term "extraordinary medical and dental expenses" includes, but is not limited to, expenses incurred on behalf of the child for operations, treatments, medications and services rendered as a result of accidents, illnesses or conditions requiring hospitalization or extended care and treatment; orthodontia and major dental work; and the like. Said term shall not include expenses incurred for routine medical or dental examinations, services and treatments; or for services and medications required in the treatment of common or minor accidents, illnesses or conditions. Any obligations to pay psychiatric or psychological care

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must first be agreed to by the Husband, and if the parties are unable to agree as to the Husband's contribution, then as a court may determine.

5.4. Either party shall notify the other prior to incurring extraordinary medical or dental expenses on behalf of the child provided that advance notification shall not be required in cases of emergency where delay may imperil the health or safety of the child. Except in cases of emergency, either party may obtain a second opinion, at his or her own expense, as to the medical or dental needs of the child. In the event the parties are unable to agree upon the extent of their respective obligations under this Article, upon the appropriate classification of a medical or dental expense incurred on behalf of the child, or upon the medical or dental needs of the child, whether prior or subsequent to the incurring of such an expense, said issue shall be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

5.5. The Husband shall maintain hospitalization and major medical insurance coverage for the benefit of the child or, in the alternative, shall participate in a cost reimbursement plan providing the same or similar coverage. The Husband shall submit any and all insured or covered medical and dental expenses of the child to the insurance carrier or the plan administrator, as the case may be, for payment and shall tender any reimbursement received by him to the Wife if and to the extent that she has theretofore paid all or any part of said reimbursed expense.

5.6. Upon the effective date of this Agreement, the Husband shall provide the Wife with a medical insurance or expense reimbursement plan identification card and claim forms disclosing the existence of current coverage for the benefit of the child of the parties.

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ARTICLE VI

HEALTH INSURANCE FOR WIFE

6.1. The Husband represents and warrants that he has cooperated fully with the Wife in assisting her in obtaining her existing health and hospitalization insurance. The Wife shall be solely responsible for the payment of premiums thereunder.

ARTICLE VII

EDUCATIONAL EXPENSES

7.1. The parties shall pay for a college, university or vocational school education for the minor child of the parties, which obligation is predicated upon the scholastic aptitude of the child. The extent of the parties' respective obligations hereunder shall be determined by the provisions of Section 513 of the Illinois Marriage and Dissolution of Marriage Act, or by any similar or comparable provision in force at the time in question.

ARTICLE VIII

MAINTENANCE

8.1 Husband shall pay and Wife shall accept as a lump sum settlement in lieu of maintenance, in lieu of any other property not distributed to the Wife pursuant to Article X infra, and in lieu of any and all rights that the Wife may have in any and all of the partnership interests in the name of the husband, as set forth in Article XII infra, the sum of FIFTY-FOUR THOUSAND FOUR HUNDRED DOLLARS (\$54,400.00), payable by either a cashiers or certified check in the following manner:

- a. TEN THOUSAND DOLLARS (\$10,000.00) payable on or before December 3, 1993.

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b. EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS (\$18,400.00) payable on or before January 15, 1994.

c. TWENTY SIX THOUSAND DOLLARS (\$26,000.00) payable on or before June 1, 1994.

These sums are expressly understood to not be deductible by Husband nor includible in the taxable income of Wife pursuant to Sections 71 and 215 of the Internal Revenue Code of 1954 as amended or any comparable provision of a federal or state revenue code hereinafter enacted or modified.

8.2 In the event that any or all of the above sums are not paid when due, then interest shall accrue at the Judgment rate.

8.3 Except as is specifically provided in Article VIII, Section 8.1, the Wife hereby stipulates that she is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to her pursuant to this Agreement, to provide for her reasonable needs for maintenance and support. Accordingly, other than as provided in Section 8.1 above, the Wife hereby waives, remises and releases any and all claims against the Husband for maintenance, alimony and spousal support, whether past, present or future, and the Wife hereby stipulates that this Agreement, when effective, shall terminate and bar her right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

ARTICLE IX

MAINTENANCE WAIVER FOR HUSBAND

9.1. The Husband hereby stipulates that he is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to him pursuant to this Agreement, to provide for his reasonable needs for

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maintenance and support. Accordingly, the Husband hereby waives, remises and releases any and all claims against the Wife for maintenance, alimony and spousal support, whether past, present or future, and the Husband hereby stipulates that this Agreement, when effective, shall terminate and bar his right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

ARTICLE X

PERSONAL PROPERTY TO WIFE

10.1. The Wife shall receive as her sole and separate property, free and clear of any and all rights, claims or interests of the Husband, FIFTY THOUSAND DOLLARS (\$50,000.00) from the Columbian Advertising Inc. Profit Sharing Plan & Trust. The Wife's FIFTY THOUSAND DOLLARS (\$50,000.00) has been transferred directly to an IRA account in her name at Montgomery Securities, as reflected by court order dated September 24, 1993.

10.2. The Wife shall retain the 1986 Ford Mustang automobile as her sole and separate property.

10.3. The Wife waives any and all rights to future gains or losses, benefits or detriments, arising out of the limited partnership interests retained by the Husband as more fully set forth in Article XII.

10.4. Except as set forth herein, both Husband and Wife shall each retain as his or her sole and separate property any and all bank accounts, insurance cash surrender values, pension or profit sharing plans or funds, IRA, Keogh or other retirement or deferred compensation savings plans in existence in his or her individual names.

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ARTICLE XI

PROPERTY SETTLEMENT FOR HUSBAND

11.1. The Husband shall receive as his sole and separate property, free and clear of any and all rights, claims or interests of the Wife, all balances remaining from the Columbian Advertising Inc. Profit Sharing Plan & Trust after the division to the Wife of FIFTY THOUSAND DOLLARS (\$50,000.00), as described in Article IX, section 9.1 herein, reflected by court order dated September 24, 1993.

11.2. The Husband is presently the owner of improved real estate commonly known as 2221 North Orchard, Chicago, Illinois. Upon the effective date of this Agreement, the Husband shall pay and defray and be solely responsible for past, present and future liability for any mortgage, real estate taxes, assessments and insurance for said property; the Husband indemnifies and agrees to hold the Wife free and harmless for these obligations.

11.3. The Husband shall retain all of his non-marital property.

ARTICLE XII

LIMITED PARTNERSHIP INTERESTS

12.1. The following limited partnership interests: Burger King V; Burger King VII; Taco Bell Properties; and Food Movers II; shall remain in the name of the Husband as the Husband's sole property, provided however, that the Husband shall hold fifty percent (50%) of each such partnership interest which remains in the Husband's name in trust for the benefit of the minor child of the parties. The Husband and Wife shall be co-trustees for the trust assets and any cash distributions are to be deposited into a trust account which requires the joint signatures and agreement of both the Husband and the Wife for all disbursements and/or withdrawals. The Husband shall deposit into the trust account for the benefit of the minor child fifty percent (50%) of

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any distribution of cash or other benefits which he may receive from such partnership interests within ten (10) days of the receipt thereof. The Husband shall provide the Wife with duplicate copies of all disbursements and any other financial information and data including, but not limited to, K-1's, financial statements or letters of financial condition as well as all monthly statements of the trust. The funds that are held in a trust for the benefit of the minor child of the parties, as set forth herein, are not intended to discharge or defray the obligation of either party for the support of the minor child, as otherwise set forth in this Agreement. The remaining fifty percent (50%) of each such partnership interest shall belong to the Husband individually. From and after the date of this Agreement, both the Husband and the minor child shall be entitled to share equally in all the cash disbursements, and each shall be solely responsible for any taxes respective to their separate fifty percent (50%) interest in the partnerships. In connection therewith, the Husband shall be entitled to report only fifty percent (50%) of each such partnership interest held in his name on his federal and state income tax returns and the husband shall cause to be filed a fiduciary return for the fifty percent (50%) of each such partnership interest held in the Husband's name as trustee for the benefit of the minor child.

12.2. The following limited partnerships shall be the Husband's sole and exclusive property, free and clear of any rights, claims or interests of the Wife; C.L.B.; Orphans Ltd.; Belden Stratford; IRMCO and all related properties; Caballeros; Burger King I; Jack Gelperin and Associates; Collateral Credit Corporation; and all interests in oil and gas wells as listed on the parties' Joint 1991 Federal Tax Returns; and the Husband shall indemnify, protect and hold the Wife harmless with respect thereto.

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ARTICLE XIII

DEBTS AND LIABILITIES

13.1. The Husband shall pay and defray those debts and liabilities set forth in **EXHIBIT "B"** as attached hereto and made part hereof, and he shall further indemnify, protect and hold the Wife harmless with respect thereto. With regard to any debts or liabilities which are not set forth in Exhibit "B", each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred and the party incurring same shall indemnify and hold the other party harmless with respect thereto, and each party shall be responsible for any lien, debt or liability associated with the ownership, operation or possession of an asset received by that party.

ARTICLE XIV

INCOME TAXES

14.1. The Husband and Wife shall execute joint federal and state income tax returns for the year 1992. Regarding these, as well as all previous joint tax returns filed by the parties, the Husband and Wife agree as follows:

(a) The Husband represents and warrants to the Wife that he has heretofore duly paid or will pay all income taxes, state and federal, on all joint returns heretofore filed by the parties; and that he has paid or will pay all interest and penalties due and owing with respect thereto;

(b) The Wife represents and warrants that she has previously furnished to the Husband all information relating to her income and deductible expenses for all years for which the parties have filed joint tax returns. The Wife also agrees, at the Husband's request, to furnish him with all records of income and deductible expenses including, but not limited to checks, bank remittances, certified checks,

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cashier's checks and all other documents or receipts evidencing the receipt of taxable income, the payment of any deductible expense for any tax year in which the parties have filed or will file a joint tax return and for the current tax year through the effective date of this Agreement;

(c) If there is a deficiency assessment in connection with any of the aforesaid joint returns heretofore or hereafter filed, the Husband shall notify the Wife immediately in writing. He shall pay the amount ultimately determined to be due thereon, together with interest and penalties, and any and all expenses that may be incurred if he decides to contest the assessment;

(d) The Husband shall have the sole option to contest any deficiency assessment received in connection with the filing of joint returns by the parties. In the event the Husband so elects, the Wife hereby agrees to cooperate fully with the Husband's selected representative in contesting said assessment, including execution of any and all necessary documents, supplying of any and all records and information and the furnishing of testimony, if necessary and appropriate, in pursuing the said contest;

(e) The Husband shall in all respects indemnify the Wife against, and hold her harmless from, any deficiency assessment or tax lien arising out of any joint return heretofore or hereafter filed by the parties, as well as any damages and expenses whatsoever incurred by the Wife in connection therewith. The Husband's liability hereunder will survive his demise and shall constitute a charge against his estate. The Husband shall keep the Wife fully informed of any and all actions taken by him with respect to a deficiency assessment;

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(f) Should the Husband hereafter deem it necessary or advisable to file an amended joint State or Federal tax return for any previous year or years, the Wife agrees to execute such returns. The Wife's agreement to execute is conditioned upon the Husband providing the Wife with a written agreement that any Amended Tax Return she is to file is accurate and correct. Further, the Husband shall fully indemnify the Wife with respect to any such return to the same extent and respect as any other joint return referred to in this paragraph or any subsections hereof;

(g) If there is a refund from any of the aforesaid joint returns, said refund shall belong solely to the Husband;

(h) The Husband guarantees an indemnification of Wife against the payment of any income taxes due on joint returns hereinbefore filed or hereinafter to be filed, however, said guarantee shall not apply with respect to any taxable income not reported by Wife and any deductions or exemptions claimed by Wife upon such returns which may later be disallowed.

ARTICLE XV

ATTORNEYS' FEES AND COSTS

15.1. Each party shall bear sole liability for the payment of his or her respective attorneys' fees and costs and each party shall indemnify and hold the other harmless with respect thereto.

ARTICLE XVI

UNDISCLOSED PROPERTY

16.1 Each of the parties warrants to the other that each of them has made a full, fair and complete disclosure of all of his or her assets in the Net Worth Statement attached hereto as Exhibit

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“C”. Each of the parties further warrants to the other that Exhibit “C” lists all of his or her property or property interests of any kind, whether separately owned or owned jointly by the parties or with other persons. In the event a court of competent jurisdiction subsequently determines that either party owned or otherwise possessed property not so listed, or that the values placed on the properties so listed were materially understated, then the party owning such undisclosed or undervalued property shall pay to the other party, or that the values placed on the properties so listed were understated, then the party owning such undisclosed or undervalued property shall pay to the other party, on demand, one-half (1/2) of the fair market value of the undisclosed or materially understated property determined as of the date of the execution of this Agreement, plus reasonable attorneys’ fees, which remedy shall not impair the availability of any other remedy arising from the undisclosed or undervalued ownership.

ARTICLE XVII

GENERAL PROVISIONS

17.1. EXECUTION OF DOCUMENTS. Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to 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 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to

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execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

17.2. MUTUAL RELEASES. To the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants, and each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agents or servants for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this released, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees, or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing

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herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

17.3. WAIVER OF ESTATE CLAIM. Each of the parties hereby waives and relinquishes all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

17.4. INCORPORATE - NON-MERGER. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated by reference in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment of Dissolution of Marriage. The parties further agree to protect the right of privacy of the other and hereby agree not to publish or disclose the terms hereof without the clear necessity therefor.

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17.5. CONSTRUCTION OF AGREEMENT.

- (a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.
- (b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- (c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.
- (d) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- (e) The provisions of this Agreement shall not be subject to subsequent modification by any court, except by mutual consent of the parties.
- (f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.
- (g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or the Wife.
- (h) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the

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remainder hereof shall not be affected thereby and shall continue in full force and effect.

- (i) This Agreement shall become effective in the event and upon the date a Judgment of Dissolution of Marriage is granted to the parties at anytime hereafter. In the event the court should refuse to grant a Judgment of Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the parties have executed and delivered this Marital Settlement Agreement the day, month and year first written above.

DEOSA GELPERIN



JACK GELPERIN

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EXHIBIT "A"

Atty No. 26828

IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:)	
)	
JACK GELPERIN)	
Petitioner)	
)	
and)	No. 92 D 11537
)	
DEOSA GELPERIN)	
Respondent)	

AFFIDAVIT OF JACK GELPERIN

1. I am the Petitioner in this case.
2. I am currently unemployed and have no income other than from unemployment, interest income or distribution from partnership investments. I am presently, and have since September of 1992, used accumulated assets to pay my living expenses.
3. I am actively pursuing full-time employment and am in the process of attempting to negotiate various employment opportunities, including, but not limited to, consulting arrangements.
4. I fully understand that I have a duty and an obligation to provide child support for my minor son, Alexander, through the making of direct payments to Deosa Gelperin.
5. Commencing upon the effective date of the Marital Settlement Agreement, I shall provide Deosa Gelperin with written information on all of my employment efforts. My duty to report shall be discharged by providing Deosa Gelperin with a narrative sworn statement by me every ninety (90) days following the entry of judgment, until and through the entry of orders of child support and maintenance, that sets forth with specificity the date and nature of all contacts with prospective employers, including, but not limited to, cover letters sent seeking employment and responses thereto, business proposals for employment, consultation or to render services, or

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other documents purporting to reflect all efforts to seek or obtain employment. I understand that the term "employment" shall include, but is not limited to, actual employment, consulting, independent contracting or any incoming funds received through my personal effects individually or through any partnership, joint venture or corporation, whether on a one time period or ongoing periodical basis.

6. With regard to my duty to notify, I shall immediately provide Deosa Gelperin with written information of my employment status, including, but not limited to, copies of any employment agreements, consulting agreements or other written documentation reflecting any terms and conditions of employment or consultation, wage receipts, and copies of checks for services rendered, whether services are rendered individually or through any partnership, joint venture, corporation or otherwise.

7. I have made a full and complete disclosure of all property and assets owned by me which property and assets are accurately and completely described within the Marital Settlement Agreements to which the Affidavit is attached.

8. This Affidavit is made to induce Deosa Gelperin to enter into a Marital Settlement Agreement and provides for, among other provisions, the reservation of child support and maintenance.

FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-109) the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that I verily believe the same to be true.

BY: 
 JACK GELPERIN

DATE: _____

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EXHIBIT "B"

DEBTS AND LIABILITIES

1. All back taxes and penalties and interest due to the IRS.
2. All unpaid real estate taxes for the property located at 2221 North Orchard, Chicago, Illinois.
3. Johnson's Cleaner bill.
4. All past, present and future mortgage payments for the property located at 2221 North Orchard, Chicago, Illinois.

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EXHIBIT "C"

DEOSA GELPERIN

NET WORTH STATEMENT

1. North Community Bank Account No. 8526154 valued at approximately \$15,000.00 as of December 6, 1993.
2. Northern Trust Checking Account No. 4334434 valued at approximately \$500.00 as of December 6, 1993.
3. 1986 Ford Mustang automobile, value unknown.
4. Furniture, furnishings and personal property.

Property of Cook County Clerk's Office

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EXHIBIT "A"

NHM	M.P. White Gas Well	0
NMH	Surilda Hudson Well	0
NMH	Susie Brewer Well	5,000
NMH	F.M. Davis Well	0
NMH	J.W. Gobel Well	5,000
NMH	Bascomb Coplen Well	2,500
NMH	Floyd Parsley Well	3,000
NMH	Robert Crum	500
NMH	RH Fields AB	2,500
NMH	RH Fields IC	400
NMH	RH Fields #2	2,000
NMH	JW Duke Well	2,000
NMH	Black & Bronsen	3,800
NMH	Susie Brewer	650
NMH	Central Trust	0
NMH	Roscoe Preese	0
M	BK Properties Ltd.	15,000/15,000
M	BK Properties Ltd. Part.	12,500/12,500
	C.L.B. Ltd.	12,500/12,500
	Orphans Ltd. Part.	25/25
NMH	Seneca Hotel Ltd.	10,000
NMH	N. Shore Hotel Ltd.	15,000
NMH	Hotel Soureign	5,000
NMH	Lawrence Apt. Ltd.	5,000
NMH	Flamingo Apts. Ltd.	5,000
NMH	Belmont Hotel Ltd.	5,000
NMH	Bolden Stratford Hotel	2,500/2,500
NMH	Caballeros Plaza Partners	500/500
NMH	Foodmovers Two Ltd.	5,000/5,000
NMH	BK Properties VII Ltd.	5,000/5,000
NMH	TB Properties	2,500/2,500
NMH	2221 N. Orchard, Chicago, Illinois	
NMH	MERRILL LYNCH MMK	
MH	Jack Gelperin & Assoc.	
MH	Collateral Credit Corp.	

Signed and sworn to before me
this 7th day of December, 1993.

Notary Public

14	33	109	042	1002	494	74001
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANTY	CODE

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1978 DIVISION

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS

PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME
494

AREA SUB-AREA BLOCK PARCEL UNIT

14- 33- 109- 042- 1002

TAX CODE

74001

AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANTY	CODE
0	0	0	0	0	0	0
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
5	5	5	5	5	5	5
6	6	6	6	6	6	6
7	7	7	7	7	7	7
8	8	8	8	8	8	8
9	9	9	9	9	9	9

Block 109 Parcel 009

CANAL TRUSTEES SUB
S M WILSONS SUB W $\frac{1}{2}$
UNIT B AS PER DOC 24186284
25% INTEREST IN COMMON ELEMENTS
IN
THE ORCHARD CONDO

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
33	40	14				10
					9&10	

Property of Cook County Clerk's Office