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Doc#: 0531918043 Fee: \$40.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/15/2005 11:39 AM Pg: 1 of 9

JUDGMENT

Illinois Statutory

MAIL TO:

Amanda B. Clayman
Berger | Schatz
161 N. Clark Street
Suite 2800
Chicago, Illinois 60601

Recorder's Stamp

JUDGMENT OF DISSOLUTION OF MARRIAGE ENTERED NOVEMBER 7, 2005

Attached Hereto

A judgment lien in the amount of \$106,203.50 has been recorded against the property described below pursuant to paragraph 4.5 attached hereto

Address of Real Estate: 362 W. Huron, Unit 2B, Chicago, Illinois 60610

PIN: 17-09-207-006-1054 and 17-09-207-006-1062

Legal Description:

UNIT 50-B AND P12 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN TUXEDO PARK CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT No. 98078465, IN SECTIONS 8 AND 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



NAME AND ADDRESS OF PREPARER:

Amanda B. Clayman
Berger | Schatz
161 North Clark Street – Suite 2800
Chicago, Illinois 60601
Attorney No. 42030
(312) 782-3456
#301818

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

IN RE THE MARRIAGE OF)	
)	
LARA FLEISHMAN,)	
)	
Petitioner,)	
)	
v.)	Case No. 04 D 06152
)	
ARI FLEISHMAN,)	
)	
Respondent.)	

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause came on to be heard on the Petition for Dissolution of Marriage ("Petition") filed by the Petitioner, Lara Fleishman ("Lara") in the Circuit Court of Cook County; the Respondent, Ari Fleishman ("Ari"), having filed his Appearance; the parties having entered into a stipulation to have the cause heard as an uncontested matter on Lara's Petition; Lara appearing in open court in her own proper person and by one of her attorneys, Ananda Clayman of Berger Schatz; Ari appearing in open court in his own proper person and by his attorney, Belle Lind Gordon; *at the firm of law office of Belle Lind Gordon P.C.* the Court having heard the evidence, and ordering a Certificate of Transcript of these proceedings be duly filed herein; and the Court being fully advised in the premises, finds that:

1. Lara and Ari were residents of the State of Illinois for at least ninety (90) days immediately preceding the filing of the Petition and the making of this finding.
2. This court has jurisdiction over the parties and the subject matter of the Petition.
3. The parties have been living separate and apart for a continuous period in excess of six (6) months next preceding the making of this finding, and they have signed and filed with this Court an affidavit and stipulation waiving the two (2) year statutory separation period for living separate and apart in order to proceed on the grounds of irreconcilable differences.

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Irreconcilable differences have arisen that have caused the irretrievable breakdown of the marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be neither practical nor in the best interests of the parties.

4. The parties were married on August 10, 2002 in Chicago, Cook County, Illinois, and their marriage is registered in this county.

5. Lara, who was born on January 26, 1975, presently thirty (30) years of age and resides at ~~540 North State Street~~ ^{635 N. Dearborn}, Chicago, Illinois 60610. *LVP*

6. Ari, who was born on December 4, 1973, is presently thirty one (31) years of age and resides at 362 W. Huron, Unit B, Chicago, Illinois 60610.

7. No children were born to or adopted by the parties as a result of this marriage. Lara is not now pregnant.

8. The parties have entered into a written Marital Settlement Agreement dated November 7, 2005 ("Agreement") resolving all issues arising out of their marriage, including, but not limited to, property distribution, maintenance, and attorneys fees, which Marital Settlement Agreement has been presented to this Court for its consideration and approval which is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of November, 2005, in the City of Chicago, County of Cook and State of Illinois, by and between Lara FLEISHMAN, hereinafter referred to as "Lara", and Ari FLEISHMAN, hereinafter referred to as "Ari."

WITNESSETH:

WHEREAS:

- A. The parties hereto were lawfully married in Chicago; Cook County, Illinois on August 10, 2002.
- 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. No children were born to or adopted by the parties hereto, and Lara acknowledges that she is not now pregnant.
- D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 04 D 06152. The case is entitled "In re the Marriage of Lara FLEISHMAN, Petitioner, and Ari FLEISHMAN, 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 interest to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, the division of marital property, attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights

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to a divorce. The parties agree and acknowledge that pursuant to Section 1041 of the Internal Revenue Code, no gain or loss to either party shall be recognized as a result of such transfers of property.

ARTICLE IV MARITAL RESIDENCE

4.1 The parties presently own, as joint tenants, the marital residence commonly known as 362 W. Huron, Unit B, Chicago, Illinois 60610. ("Marital Residence"). The Marital Residence is encumbered by a first mortgage held by Everhome Mortgage Company, with an outstanding balance of five hundred sixty eight thousand eight hundred forty seven dollars (\$568,847) and an equity line, obtained and drawn on solely by Ari, with Bank One with an outstanding balance of sixty seven thousand four hundred fifty four dollars (\$67,454). For settlement purposes, the parties stipulate and agree that the fair market value of the Marital Residence is seven hundred and sixty two thousand five hundred dollars (\$762,500).

4.2 Upon the effective date of this Agreement, Lara shall quitclaim all of her right, title and interest in the Marital Residence to Ari. (Ari's attorneys' shall prepare all the necessary documents to be executed by Lara.) Other than the first mortgage encumbrance, the home equity line of credit, unbilled real estate taxes, and exceptions, if any, that were noted on the last real estate title insurance policy jointly acquired by the parties, Lara and Ari warrant that there are no other liens, encumbrances, or clouds against said property. If there are subsequently found to be any liens, encumbrances, or clouds of title against said property other than as set forth above which may have been caused by Lara's actions, Lara shall remove same, be financially responsible for their payment and indemnify and hold Ari harmless from any liability thereon.

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in paragraph 4.1, Ari shall provide Lara with written proof that the homeowner's insurance is current and in effect upon Lara's request.

4.4. Upon the effective date of this Agreement, Ari shall pay and be solely responsible for present and future liability for real estate taxes, assessment payments, any special assessments, insurance premiums and any and all other expenses incidental to or related to the said property ("Marital Residence Household Expenses") and shall protect, defend, indemnify and save Lara harmless of, from and against any and all suits, claims, demands, loss, costs, charge and/or expense in any way Arising out of Ari's failure to duly, diligently, and fully pay any of the aforesaid expenses. Upon the effective date of this Agreement, Ari shall remove Lara from liability on all Marital Residence Household Expenses. To the extent necessary, each party shall take all steps and execute all documents necessary to effectuate the provisions of this paragraph including change of address forms and change of passwords.

4.5. Until the payment in full by Ari to Lara of one hundred and six thousand ~~one~~ ^{two} hundred and ~~thirty six~~ ^{eight} dollars and 50/100 (~~\$106,336.50~~ ^{\$106,208.50}) via certified or cashier's check, ^{as required pursuant to paragraphs 3-7 above and 6.5 below} Lara shall record a judgment lien in said amount against the Marital Residence. Lara shall be entitled to record this ~~Cash~~ ^{Six} Payment of one hundred and ~~six thousand nine~~ ^{eight} hundred and ~~thirty six~~ ^{two} dollars and 50/100 (~~\$106,936.50~~ ^{\$106,208.50}) as a judgment lien against the Marital Residence and Lara shall be entitled to record or complete any necessary documents to secure this ~~Cash~~ Payment as a judgment lien, and Ari shall cooperate in the completion of any necessary documents. Lara shall be entitled to exercise the judgment lien upon Ari's failure to pay the ~~Cash~~ Payment in full within ninety (90) days as required pursuant to this paragraph.

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9. The court has considered the economic circumstances of the parties and other relevant evidence and finds that the Marital Settlement Agreement is fair and equitable, was freely and voluntarily entered into by the parties, is not unconscionable and is approved by this court.

WHEREFORE, IT IS ORDERED THAT:

A. The Petition for Dissolution of Marriage is granted; the bonds of matrimony between Lara Fleishman and Ari Fleishman are hereby dissolved; and the parties are awarded a Judgment of Dissolution of Marriage.

B. The Marital Settlement Agreement herein contained is approved, confirmed, ratified and incorporated by reference into this Judgment for Dissolution of Marriage to the same extent and with the same force and effect as though the provisions contained in the Marital Settlement Agreement were set forth in this paragraph of this Judgment; and each and every provision of the Marital Settlement Agreement is binding upon each of the parties, and each of the parties shall do and perform all the acts undertaken and carry out all the provisions contained in the Marital Settlement Agreement which is made a part of this Judgment. Notwithstanding the adoption of the Marital Settlement Agreement by the Court, the Marital Settlement Agreement shall continue to have independent legal significance outside the ambit of this Judgment and shall be subject to enforcement by either party as in the case of any other contract or agreement;

C. Except as specifically provided for in the Marital Settlement Agreement, pursuant to 750 ILCS 5/502(f), each of the parties is forever barred and foreclosed from any and all rights, claims, or demands whatsoever in and to the property of the other previously owned, now owned, or hereafter acquired, including, but not limited to, dower, homestead, marital and non-marital property;

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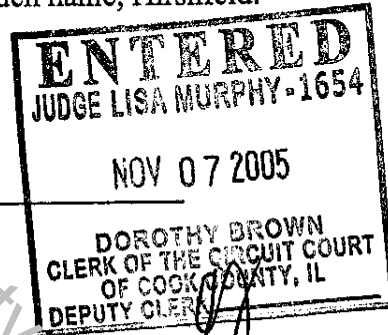
D. Pursuant to 750 ILCS 5/502(f), each of the parties are permanently barred and foreclosed from seeking or obtaining maintenance, alimony or spousal support from the other party;

E. The parties are, and each of them is ordered to execute, carry out and perform all of the terms of the Marital Settlement Agreement and of this Judgment;

F. This Court shall, and it does, reserve jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing this Judgment and of the Marital Settlement Agreement incorporated within it; and

G. Lara is granted leave to resume the use of her maiden name, Hirshfeld.

ENTERED:
JUDGE



READ AND APPROVED:

Peter Lind Gode
One of His Attorneys

[Signature]
One of Her Attorneys

P. André Katz/ Amanda Clayman
Berger Schatz
161 North Clark Street
Chicago, Illinois 60601
Firm I.D. No.: 42030

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Property of Cook County Clerk's Office

I hereby certify that the instrument to which this
certificate is attached is a true copy:

Date: 11-10-05 Dorothy Beatty
County: Franklin
Clerk of the Circuit Court
Cook County, IL.

