



Doc#: 1012734063 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/07/2010 11:15 AM Pg: 1 of 8

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF)
ROBERT SCOTT,)
)
Petitioner,)
)
and)
)
MAUREEN SCOTT)
)
Respondent.)

No. 04 D 2645

JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER coming on to be heard upon the Petition of Robert Scott, the appearance of Maureen Scott, the within Marital Settlement Agreement and the Stipulation of the parties; Respondent being present in open Court and having been represented by her attorney, Sharon Shapiro of the Law Offices of Sharon Shapiro, Petitioner having been represented by his attorneys, Robert K. Beardon and Robert L. Pomper, of the LAW OFFICES OF JEFFERY M. LEVING, LTD., and the Court having heard the testimony of Petitioner and having considered the Marital Settlement Agreement of the parties, and being fully advised in the premises, DOES FIND:

A. This Court has jurisdiction of the Parties hereto and of the subject matter hereof:

B. The Petitioner resided in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a residence in the State of Illinois for ninety (90) days next proceeding the marking of the findings;

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- C. The Parties were lawfully married on June 5, 1981 in DuPage County, Illinois; and said marriage was registered in DuPage County.
- D. That three children were born to the Parties as a result of the marriage, namely; Erin Scott, born February 29, 1984, Patrick Scott born February 29, 1984, both emancipated and Brendan Scott, born February 15, 1990. No children were adopted by the parties, and the Petitioner is not now pregnant. That both parties agree that each is a fit and proper person to have the joint legal care, custody, control and education of the minor child Brendan, however Respondent shall have the sole care, custody and control of the minor child.
- E. That the Petitioner and the Respondent have lived separate and apart since March 11, 2004 and irreconcilable differences have occurred between the parties and the marriage of the parties has irretrievably broken down and that any further attempts at reconciliation would be futile.
- F. Each party is self supporting and waives any right to maintenance from the other whether past, present or future.
- G. The Parties hereto have entered into a Marital Settlement Agreement dated July 9, 2007 concerning the questions of the respective rights of each party in and to the party, 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:

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ON MOTION OF SAID ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, Robert Scott and the Respondent, Maureen Scott, are hereby dissolved.

2. The Marital Settlement Agreement between the Petitioner and the Respondent, dated JULY 9, 2007 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 order of the Court to the same extent and with the same force and effect as if said provision 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 Party, execute and deliver to such other Party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

4. Any rights, claims, demand or interest of the Parties in and to maintenance for themselves, whether past, present and future, and in and to the property of the other, whether real, personal, or mixed, of whatsoever kind and nature and where so ever situated, including but not limited by homestead, succession and inheritance, arising out of the relationship existing between the Parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

5. Respondent is given leave to resume the use of her former name, Murphy, if such is her desire.

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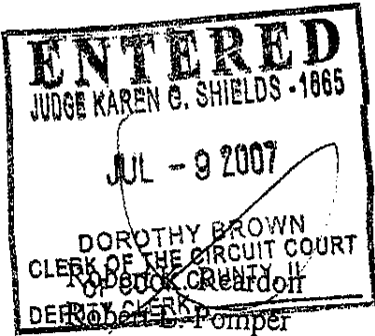
6. Each party shall keep the personal property in that parties possession, free from any claim or interest of the other, and each party shall be responsible for debts in that party's name and hold the other harmless with respect thereto.

7. This Court expressly retains jurisdiction of this cause for the purposes of enforcing all of 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 as hereinabove set forth and including the power to execute a Judge's Deed or a Directions to Convey should it become necessary.

8. MAUREEN may resume using her maiden name of MURPHY if she so desires.

ENTER:

JUDGE



Law Offices of Jeffery M. Leving, Ltd.
19 South LaSalle Street, Suite 450
312-807-3990
No. 11836

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 9 of July 2007, by and between ROBERT SCOTT, hereinafter referred to as "ROBERT" and MAUREEN SCOTT, hereinafter referred to as "MAUREEN".

WITNESSETH:

- A. The parties were lawfully married on June 5, 1981, and said marriage is hereby registered in the County of Cook, State of Illinois.
- B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have not lived together as husband and wife since January, 2004.
- C. That three children were born to the parties, namely: ERIN M. SCOTT, born on February 29, 1984; PATRICK SCOTT, born February 29, 1984; and, BRENDAN SCOTT, born February 15, 1990. No children were adopted by the parties, and MAUREEN is not presently pregnant.
- D. ROBERT SCOTT has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, under Case No. 04 D 2645 and entitled IN RE THE MARRIAGE OF ROBERT SCOTT and MAUREEN SCOTT. MAUREEN has filed a Counter-Petition for Dissolution of Marriage within the same action. Said cause is still pending and undetermined in said Court.
- E. That without any collusion as to any dissolution proceedings between the parties and without prejudice to any right of action for dissolution which either may have the parties hereto consider it to be in their best interests to settle

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- a. The child must have the desire and aptitude for a college or other post-high school education;
 - b. The child must carry a sufficient number of courses or units to be considered by the school attended to be full-time student, and must maintain a passing average as prescribed by the school; and
 - c. The parent's obligation will be limited to four years of undergraduate school.
4. Nothing in this Article is intended to prohibit or discourage either party from voluntarily paying for more schooling.

ARTICLE THREE

REAL ESTATE

PIN 13-05-324-042

1. The marital residence has a street address of 5704 N. Austin, Chicago, Illinois. ROBERT shall be allowed to occupy the marital residence until its sale. The home must be placed for sale immediately, Robert shall be solely responsible for all expenses associated with the normal maintenance of the marital residence including but not limited to mortgages, lines of equity, real estate taxes, homeowners insurance and utilities. Patrick Murphy shall be the realtor for said sale. Any extraordinary repairs needed *recommended by the realtor only,* to the home to make the sale of the home viable, shall be paid by Robert and he shall be re-reimbursed from the proceeds of the sale of the home. Robert shall also be given credit at closing of the sale of the home for ~~5000~~ *from date of entry of judgment until* reduction of principle on said mortgage. *sale of the home* The net proceeds of said sale of the marital home after all deductions listed and closing costs shall be

Lot twenty seven (27) (except the South one (1) foot thereof) in Block one (1) in Edgewood Terrace, being Charles James' subdivision of Lots seven (7) and seventeen (17) in the County Clerk's Division in the South West Quarter of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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divided equally between the parties. Following the date of entry of the Judgment of Dissolution of Marriage neither party shall encumber the marital residence with any liens, including, but not limited to, additional mortgages and lines of credit. If either party encumbers the marital residence with any liens, the amount encumbered shall be added back in the calculation and proper credit shall be given to the other party.

ARTICLE FOUR

SAVINGS ACCOUNTS/CHECKING ACCOUNTS

1. MAUREEN shall retain as her sole and separate property all checking, savings, and credit union accounts, all funds on deposit held by MAUREEN in any bank or depository or safety deposit box and standing in her name or that of her nominee, or MAUREEN and any third party, and ROBERT shall waive all interest, right, and claim to these accounts.
2. ROBERT shall retain as his sole and separate property all checking, savings, and credit union accounts, all funds on deposit held by ROBERT in any bank or depository or safety deposit box and standing in his name or that of his nominee, or ROBERT and any third party, and MAUREEN shall waive all interest, right, and claim to these accounts.

ARTICLE FIVE

AUTOMOBILES

1. Upon the effective date of this Agreement, if not already accomplished, ROBERT shall sign over any right, title, interest or claim he might have in the automobile presently in possession of MAUREEN to MAUREEN, and

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THIS DOCUMENT PREPARED BY

JEFFREY LEVING ESQ

19 S. LA SALLE #450

CHICAGO 60603

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RETURN

~~MAA~~

VICTOR CHANNA

17 N. STATE 1020

CHICAGO 60602