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Attorney No. 53833

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

IN RE THE MARRIAGE OF

KEVIN R. EMRIKSON,

Petitioner,

vs.

INGRID J. EMRIKSON,

Respondent.

NO. 10 D 05873

=====

INGRID J. EMRIKSON,

Counter-Petitioner,

vs.

KEVIN R. EMRIKSON,

Counter-Respondent.



Doc#: 1213204183 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2012 01:12 PM Pg: 1 of 8

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause came before the Court upon Motion for Default Prove-Up, due notice being given. The Counter-Respondent was previously held in default by Order entered herein on March 8, 2012. The Counter-Petitioner, INGRID J. EMRIKSON ("Ingrid") appeared in open court in person and by her attorneys, OLSON, GRABILL & FLITCRAFT. The Counter-Respondent, KEVIN R. EMRIKSON ("Kevin") did not appear. The court having heard the evidence, and being fully advised in the premises, finds that:

- This court has jurisdiction over the subject matter and the parties hereto:
 - Both the Counter-Petitioner and Counter-Respondent were residents of Illinois at the time this action was commenced and both have maintained that residence for at least ninety (90) days next preceding the making of this finding.

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(b) The Counter-Respondent previously filed his Petition for Dissolution of Marriage herein on June 10, 2010, but is now in default herein.

2. The parties were married on October 29, 1988 in Wilmette, Illinois and their marriage is registered in Cook County, Illinois.

3. The parties have lived separate and apart for a continuous period in excess of two years. They have irreconcilable differences that have caused the irretrievable breakdown of their marriage. Efforts at reconciliation have failed, and attempts at reconciliation in the future would be impracticable and not in the best interests of the family.

4. The parties have two children as a result of this marriage, namely, NICHOLE EMRIKSON, age 22, born July 20, 1989 and MATTHEW EMRIKSON, age 20, born August 11, 1991. No other children were born to or adopted by the parties and the Counter-Petitioner is not now pregnant.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED THAT:

A. **Dissolution of Marriage:** The parties be and are hereby granted a judgment for dissolution of marriage and the bonds of marriage between them are dissolved and they are both free from the bonds and obligations thereof.

B. **Property Interests Barred.** Except as otherwise provided in this Judgment 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 and marital and non-marital property.

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C. **Property Division.**

1. **Post-Nuptial Agreement.** The parties entered into a post-nuptial agreement on September 13, 1994, a true and correct copy of which is attached to Ingrid's Counter-Petition for Dissolution of Marriage filed herein on or about October 5, 2010. Pursuant to the Post-Nuptial agreement, the first \$180,000 in proceeds from the sale of the parties' primary residence is Ingrid's separate non-marital property.

2. **Marital Residence.** The parties are presently the joint owners of improved real estate commonly known as 2934 Fairway Court, Glenview, Illinois which is their primary residence (the "Residence").

3. **Sale of Marital Residence.** (a) On March 9, 2012, this Court ordered that the real estate sale contract dated March 14, 2012 with Milos Cihelka for the sale of the Residence ("Sale Contract") was deemed signed and accepted by Kevin on March 9, 2012.

(b) Ingrid voluntarily accepted and signed the Sale Contract on March 8, 2012.

4. **Proceeds from Sale of Residence.** The net proceeds from the sale of the Residence, after all customary closing costs, listing broker's commission, mortgage balance and reimbursement to Ingrid's father for mortgage payments made, shall be distributed as follows:

(a) To Ingrid, the first One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00) plus one-half (1/2) of the balance of the net proceeds, or all of said net proceeds, if less than \$180,000.

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(b) To Kevin, one-half (1/2) of the net proceeds in excess of One Hundred Eighty Thousand and No/100 Dollars \$180,000.

5. **Execution of Conveyancing Documents.** Ingrid is hereby granted a limited irrevocable power of attorney, coupled with an interest, to execute in Kevin's behalf all documents reasonably necessary or convenient to consummate the sale of the Residence pursuant to the Sale Contract, including without limitation, a warranty deed, affidavit of title, bill of sale, closing statement and HUD settlement statement.

6. **Wife's Personal Property.** Ingrid shall retain sole ownership of the following personal property, free and clear of any and all claims thereto by Kevin.

(a) The 2004 ^{NISSAN} ~~Chrysler~~ Murano vehicle. If Kevin is an owner or joint owner of the vehicle, as reflected on the certificate of title thereto, he shall promptly execute and deliver the certificate of title to Ingrid.

(b) All tangible personal property located at the marital residence or under her possession or under her control.

(c) All bank accounts in her name alone.

~~(d) The parties' boxer breed dog, Riley. Kevin shall immediately return the dog to Ingrid.~~

7. **Husband's Personal Property.** Kevin shall retain sole ownership of the following personal property, free and clear of any and all claims thereto by Ingrid.

(a) The 1999 GMC Sanoma vehicle.

(b) All tangible personal property in his possession or under his control.

(c) All bank accounts in his name alone.

8. **Debts.** Except as otherwise set forth in this Judgment, each party shall bear sole responsibility for any and all debts and liabilities which he or she has

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respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

9. **Income Tax Refunds**. All state and federal income tax refunds arising from the parties' previously filed joint returns and amended joint returns shall be divided equally by the parties.

10. **Income Tax Deductions for Mortgage Payments**. For purposes of their 2011 and 2012 individual income tax returns, Ingrid shall be entitled to deduct all interest and tax payments made in connection with the marital residence.

D. **Attorney's Fees and Costs**.

1. Kevin shall be solely responsible for the attorney's fees and court costs incurred by him in these dissolution of marriage proceedings.

2. Ingrid shall be solely responsible for the attorney's fees and court costs incurred by her in these dissolution of marriage proceedings.

3. Ingrid waives her right to a hearing on contribution to fees and costs pursuant to 750 ILCS 5/503(j).

E. **Execution of Necessary Documents**. Each party shall make, execute, acknowledge and deliver, concurrently with the execution hereof, all documents and instruments necessary or proper to carry out the terms of this Judgment and to vest the titles and estates in the respective parties hereto as required by this Judgment. From time to time hereafter, each party shall make, execute, acknowledge and deliver all documents and instruments which may hereafter prove to be necessary or convenient to carry out the purposes of this Judgment and to establish of record each party's respective

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ownership of properties in the manner herein provided. If either party hereto shall for any reason fail or refuse to make, execute, acknowledge, or deliver any such documents, then this Judgment 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. If either party fails to make, execute, acknowledge, or deliver any necessary documents or instruments which are reasonably required to implement the terms of this Judgment, a Judge of the Circuit Court of Cook County, Illinois, is hereby authorized to make, execute, acknowledge and deliver such documents and instruments at the request of either party. This authorization includes, but shall not be limited to, any and all documents and instruments pertaining to the transfer or conveyance of real and personal property and beneficial interests in land trusts.

F. **Maintenance.** (a) Ingrid is presently receiving Social Security disability benefits. Kevin has historically been employed as an electrician, but his employment situation is presently unknown to Ingrid. Accordingly, the issue of Ingrid's entitlement to maintenance from Kevin is hereby reserved. (b) KEVIN IS BANNED FROM RECEIVING MAINTENANCE FROM INGRID.

G. **Retained Jurisdiction.** Counter-Petitioner and Counter-Respondent shall execute, carry out, and perform all of the terms of this Judgment and the Court shall retain jurisdiction of this matter to enforce the terms of this Judgment.

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H. **Maiden Name**. Counter-Petitioner shall be entitled to resume use of her maiden name, Ingrid Barker.

DATED: _____, 2012.

ENTER:

ENTERED
JUDGE HELAINE BERGER-1743
APR 2 2012
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL
DEPUTY CLERK
Judge

GREGG A. FLITCRAFT
 OLSON, GRABILL & FLITCRAFT
 707 Skokie Boulevard
 Suite 420
 Northbrook, Illinois 60062
 (847) 564-8880

Emrikson/Judgment for Dissolution

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ATTORNEYS' TITLE GUARANTY FUND, INC.

LEGAL DESCRIPTION

Legal Description:

Lot 6 in Block 1 in Milton Perلمان's Fairway Terrace First Addition, a Subdivision of part of the East 1/2 of the Southeast 1/4 of Section 33, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

Property ID: 04-33-412-014-0000

Property Address:

2934 Fairway Court
Glenview, IL 60025

Property of Cook County Clerk's Office