



| | | |
|---------------------|---|-----------------------|
| VLADIMIR STOJCEVSKI |) | |
| Petitioner |) | |
| |) | |
| and |) | Case No. 2012 D 01733 |
| |) | |
| LENCE STOJCEVSKI |) | |
| Respondent |) | |

MEMORANDUM OF JUDGMENT

1. Judgment was entered in Case No. 2012 D 01733 on May 27, 2014 by Judge Carole Kamin Bellows.
2. Judgment was entered in LENCE STOJCEVSKI's favor, against VLADIMIR STOJCEVSKI, in the amount of \$65,000.00.
3. The last known address of VLADIMIR STOJCEVSKI is 7928 West 164th Court, Tinley Park, Illinois, in Cook County.
4. A certified copy of the Judgment entered on May 27, 2014 is attached and filed with the MEMORANDUM OF JUDGMENT.
5. This MEMORANDUM OF JUDGMENT was prepared on behalf of LENCE STOJCEVSKI by the Law office of Joseph A. Parisi.

Law Office of Joseph A. Parisi
 Attorney for Lence Stojcevski
 10059 S. Roberts Road 1D
 Palos Hills, IL 60465
 (708) 598-0055
 Cook County Attorney # 33617

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

| | | |
|------------------------|---|--------------------|
| IN RE: THE MARRIAGE OF |) | |
| |) | |
| VLADIMIR STOJCEVSKI, |) | |
| |) | |
| Petitioner, |) | |
| |) | |
| and |) | Case No. 12 D 1733 |
| |) | |
| LENCE STOJCEVSKI, |) | |
| |) | |
| Respondent. |) | |

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on May 27, 2014, the matter having been set before this Court on the Petition for Dissolution of Marriage of the Petitioner, VLADIMIR STOJCESKI ("VLADIMIR"), the Petitioner being present in open Court and being represented by his counsel, Floyd N. Nadler of BEERMAN PRITIKIN MIRABELLI SWERDLOVE LLP, and the Respondent, LENCE STOJCEVSKI ("LENCE"), represented by Joseph Parisi, Esq.; the Court having heard the evidence adduced by the Petitioner in support of his Petition for Dissolution of Marriage, the Court 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 residents of the State of Illinois at least 90 days prior to the entry of the final Judgment for Dissolution of Marriage.
3. That the parties hereto were lawfully joined in marriage on September 11, 1994 and the marriage was duly registered in Bitola, Macedonia.
4. No children were born to or adopted by the parties, and LENCE is not now pregnant.

CCRD REVIEWER



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5. Irreconcilable differences have caused an irretrievable breakdown of the marriage. Past attempts at reconciliation have failed and future attempts would not be in the best interests of the family. The parties have lived separate and apart for a period of time in excess of two (2) years, thus having satisfied the statutory requirements.

6. That Petitioner has proven the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence and a Judgment for Dissolution of Marriage should be entered herein.

7. That the parties have entered into a written Marital Settlement Agreement which encompasses the issues of maintenance for the parties, the respective rights of each party in and to the property, 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 to this Court for its consideration. The parties have further entered into a Parenting Agreement which resolves each party's rights with regard to their minor child. Said agreements were entered into freely and voluntarily between the parties hereto; they are not unconscionable and therefore, ought to receive the approval of this Court.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of marriage heretofore existing between the Petitioner, VLADIMIR STOJCEVSKI, and the Respondent, LENCE STOJCEVSKI, be and the same are hereby dissolved.

B. The Marital Settlement Agreement the parties is hereby incorporated and made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said agreement is 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 provision was in this paragraph set forth *verbatim* as

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the Judgment of this Court; each of the parties hereto shall perform their respective obligations under the terms of the agreement.

C. Pursuant to 750 ILCS 5/502(f), the terms of the Marital Settlement Agreement shall not be modifiable and shall be enforced by a Court of competent jurisdiction.

D. The Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of the Judgment for Dissolution of Marriage, including terms of the Marital Settlement Agreement incorporated herein.

E. The Respondent shall have the right to revert to her maiden name.

ENTERED:

ENTERED

MAY 27 2014

JUDGE

Judge Carole Kamrin Bellows-0830

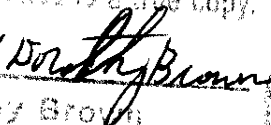
Floyd N. Nadler, Esq.
BEERMANN PRITIKIN MIRABELLI SWERDLOVE LLP
Attorneys for Respondent
161 North Clark Street, Suite 2600
Chicago, IL 60601
(312) 621-9700
Firm ID No. 80095

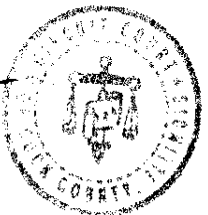
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I hereby certify that the document to which this certification is affixed is a true copy.

Date 5-28-14 
Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL



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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 27 day of May, 2014, by and between VLADIMIR STOJCEVSKI, (hereinafter referred to as VLADIMIR or Husband), of Cook County and the State of Illinois; and LENCE STOJCEVSKI, (hereinafter referred to as LENCE or Wife), of Cook County and the State of Illinois.

WITNESSETH:

WHEREAS, the parties were lawfully married on September 11, 1994, in Bitola, Macedonia.

WHEREAS, certain irreconcilable and unfortunate differences and difficulties have arisen between the parties which have caused an irretrievable breakdown of their marriage and has rendered impossible a continuation of their marital relationship; 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 been separated since January 2012.

WHEREAS, no children were born to the parties hereto and LENCE is not currently pregnant with VLADIMIR's child.

WHEREAS, VLADIMIR has filed against LENCE a pending action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 12 D 1733, entitled, "In Re: The Marriage of VLADIMIR STOJCEVSKI, Petitioner, and LENCE STOJCEVSKI, Respondent" and LENCE has filed a counter-petition for dissolution of marriage in the same proceedings.

WHEREAS, the parties hereto consider it to be in their respective best interests to settle, adjust and compromise between themselves the questions of maintenance, alimony and support of the parties and to fully and finally settle the property rights of the parties and other rights growing out of the marital or any other relationship now or previously existing between them and to settle 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, or in or to any property of the other of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to

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the estate of the other, including without limitation of the all inchoate rights and all rights of homestead, inheritance, descent, distribution, community interest and surviving spouse's award.

WHEREAS, VLADIMIR has employed and had the benefit of the counsel of Floyd N. Nadler, Esq. and Marvin A. Méndez, Esq. of BEERMANN PRITIKIN MIRABELLI SWERDLOVE LLP as his attorneys and LENCE has employed and had the benefit of Joseph Parisi as her attorney. Each of the parties had the benefit of advice and recommendations of their respective attorneys with reference to the subject matter of this Agreement. Further, each of the parties expressly states that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; and that his or her respective attorneys have carefully explained to them:

- a) their respective legal rights and duties as between the parties;
- b) the range of what the Court may order if called upon to decide the case as a contested matter; and
- c) the legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to him or her by the other party or his or her attorneys other than what is contained in this Agreement and that the parties, after carefully considering the terms of this Agreement state that they regard it to be fair in all respects and not unconscionable.

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 mutually acknowledged, the parties do freely and voluntarily agree as follows:

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ARTICLE I

RIGHT OF ACTION

1. This Agreement is not made to induce either of the parties hereto to obtain nor to stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regarding the marriage.

2. It is the present intention of the parties to seek dissolution of their marriage in the Circuit Court of Cook County, Illinois. It is the understanding of the parties that on evidence presented, this Marital Settlement Agreement shall be incorporated into said Judgment for Dissolution of Marriage and shall thereafter be binding and conclusive upon the parties, but in the event no Judgment of Dissolution of Marriage is entered, this Settlement Agreement shall be null and void and of no legal effect.

ARTICLE II

MAINTENANCE

1. Both VLADIMIR and LENCE acknowledge that they are self-supporting and hereby waive all claims or rights held or asserted by them respectively against the other party for periodic allowance, support or maintenance, past, present and future. Husband and wife herein will have no further claims against the other party for periodic allowances, support or maintenance and they shall both be forever barred from asserting such claims against each other.

ARTICLE III

REAL PROPERTY

1. The parties presently reside at the real estate commonly known as 7928 West 64th Court, ¹⁶⁴²³ L.S. V. S. Tinley Park, Illinois, in Cook County (Tinley Park residence).

2. LENCE's name is not on title to said property nor is her name listed on any mortgage associated with said property.

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3. LENCE shall release any and all claims or interest she may have in the Tinley Park residence subject to the property distribution terms delineated hereinafter. VLADIMIR shall indemnify and hold LENCE harmless with regard to any and all issues which may arise therefrom, including all costs, expenses and attorney's fees which may arise.

4. LENCE shall vacate the Tinley Park residence within 30 days from April 22, 2014. All items which LENCE may take with her upon vacating the Tinley Park residence are listed in **Exhibit A** attached hereto and made part hereof. Thereafter, VLADIMIR shall continue to have exclusive use and possession of the Tinley Park residence and the contents therein.

5. VLADIMIR has an interest in Tomellos Way, Hot Springs Village, AR, which was purchased in September 1980 with non-marital funds ("Arkansas residence").

6. Both parties acknowledge and agree that the Arkansas residence was purchased by VLADIMIR prior to their marriage and as such said property is and shall be considered VLADIMIR's non-marital property. LENCE's name is not on title to said property nor is her name listed on any mortgage associated with said property.

7. LENCE shall release any and all claims or interest she may have in the Arkansas residence and VLADIMIR shall indemnify and hold LENCE harmless with regard to any and all issues which may arise therefrom, including all costs, expenses and attorney's fees which may arise.

8. In exchange for her interest in the Tinley Park residence, VLADIMIR shall pay LENCE the amount of \$250.00 per week for 5 years or ~~\$60,000.00~~ ^{\$65,000.00}, whichever comes first. Of said amount, *L.S. V.S.* \$15,000 shall be paid as follows on or before the final prove-up in this case: \$10,000.00 directly to LENCE, and \$5,000 directly to her attorney Joseph Parisi.

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ARTICLE IV

OTHER PROPERTY

1. VLADIMIR shall retain sole ownership of any and all property that was gifted by his family to LENCE and VLADIMIR during their marriage, and said property shall remain his personal property free and clear of any interest of LENCE.

2. LENCE shall retain sole ownership of any and all property that was gifted by her family to LENCE and VLADIMIR during their marriage, and said property shall remain her personal property free and clear of any interest of VLADIMIR.

3. The parties agree that VLADIMIR shall retain sole ownership of any and all personal property located in the Tinley Park residence, except for those specific items listed in **Exhibit A** attached hereto and made part hereof. Said items listed in **Exhibit A** shall be VLADIMIR's sole and exclusive property free and clear of any claim or interest of LENCE.

4. Bank Accounts. Certain bank accounts were acquired during the parties' marriage, which include:

- a. Heartland Bank account ending in numbers 3500 with a balance of \$4,100.00 and titled solely in husband's name;
- b. Heartland Bank account ending in 5724 with a balance of \$50.00 as of April 17, 2014 and titled solely in husband's name;
- c. Harris Bank account ending in numbers 9522 with a balance of \$200.19 as of March 18, 2014 and titled solely in husband's name;
- d. Chase Bank account ending in numbers 5822 with a balance of \$99.30 as of April 15, 2014, and titled solely in husband's name;
- e. Numark Credit Union account ending in numbers 4499-01 with a balance of \$20,810.62 as of March 31, 2014 and titled solely in husband's name;
- f. Numark Credit Union account ending in numbers 4499-20 (3 month CD) with a balance of \$11,500.18 as of March 31, 2014 and titled solely in husband's name;
- g. Numark Credit Union account ending in numbers 4499 (6 month CD) with a balance of \$11,910.66 as of March 31, 2014 and titled solely in husband's name;

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- h. Chase Bank account ending in numbers 8381 with a balance of \$683.78 as of April 11, 2014, and titled solely in wife's name;
- i. Chase Bank account ending in numbers 7684 with a balance of \$16,341.16 as of April 23, 2014, and titled in the sole name of wife;
- j. TCF Bank account ending in numbers 2217. Wife claims that this account no longer exists; and
- k. Numark Credit Union account ending in numbers 4047. Wife claims that this account no longer exists.

5. Investment Accounts. Certain investment accounts were acquired during the parties' marriage, which include:

- a. Chase investment account ending in numbers 3499 with a balance of \$18,616.50 as of April 23, 2014, and titled solely in wife's name.
- b. Chase Investment account ending in numbers 2151. Wife claims that this account no longer exists.

6. Retirement accounts. Certain retirement assets were acquired during the parties' marriage, which include:

- a. GM Savings & Investment Plan with a balance of \$100,478.33 as of March 14, 2014 and titled solely in husband's name; and
- b. ITW Savings and Investment Plan with a balance of \$36,185.60 as of March 31, 2014, and titled solely in wife's name.

7. The parties shall equally divide the aforementioned accounts pursuant to **Exhibit B attached hereto and made part hereof**, and both parties shall sign any documents reasonably necessary to transfer any legal interest that they may have in the aforesaid accounts within 14 days upon notice of same.

8. Vehicles.

- a. LENCE shall be awarded the 1999 Ford Taurus vehicle as her own separate property, free and clear of any claim by VLADIMIR. LENCE shall (within 30 days from the entry of the final Judgment of Dissolution of Marriage) ensure removal of VLADIMIR's name from the title and registration on said vehicle. LENCE shall

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provide VLADIMIR with proof of such documentation within 3 days upon completion of same. Both parties shall cooperate to execute and deliver any documents necessary for the transfer of title on the 1999 Ford Taurus to the sole and exclusive possession of LENCE, free and clear of any claim by VLADIMIR. LENCE shall then be solely responsible for any and all costs associated with the 1999 Ford Taurus and she shall indemnify and hold VLADIMIR harmless from any liability, cost or expense, including attorneys' fees, incurred after the effective date of this Agreement for any expense required to be made by LENCE in association with the 1999 Ford Taurus.

b. VLADIMIR shall be awarded the 2002 Oldsmobile Bravada as his own separate property, free and clear of any claim by LENCE. VLADIMIR shall (within 30 days from the entry of the final Judgment of Dissolution of Marriage) ensure removal of LENCE's name from the title and registration on said vehicle. VLADIMIR shall provide LENCE with proof of such documentation within 3 days upon completion of same. Both parties shall cooperate to execute and deliver any documents necessary for the transfer of title on the 2002 Oldsmobile Bravada to the sole and exclusive possession of VLADIMIR, free and clear of any claim by LENCE. VLADIMIR shall then be solely responsible for any and all costs associated with the 2002 Oldsmobile Bravada and he shall indemnify and hold LENCE harmless from any liability, cost or expense, including attorneys' fees, incurred after the effective date of this Agreement for any expense required to be made by VLADIMIR in association with the 2002 Oldsmobile Bravada.

9. Non-marital property. Each party shall retain as his/her sole and separate property, free and clear of any claim or interest from the other party any and all non-marital assets.

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ARTICLE V

FEDERAL AND STATE INCOME TAX RETURNS AND RELATED MATTERS

1. The parties shall file separate 2013 Federal and State Income Tax Returns.
2. VLADIMIR and LENCE shall be solely awarded any refund from the filing of their respective individual federal and state income tax returns and shall be solely liable for any deficiencies, claims, demands, obligations and liabilities to, or assessments by the Internal Revenue Service (including the director of Internal Revenue) or the State of Illinois, Department of Revenue, and all penalties, costs, attorney's fees, accountant's fees and expenses in connection with the 2013 individual federal and state income tax returns.
3. Each party represents and warrants to the other that all income taxes, state and federal, have been duly paid on all joint returns previously filed by the parties. If, however, there remains any income tax due and owing on said joint returns, the parties agree that both parties shall be equally responsible for any and all taxes, costs and penalties on the filed income tax returns. Similarly, if in the future it is determined that the parties are entitled to a refund on any jointly filed returns, it is agreed that the parties will equally share in any such refund.
4. Each party represents and warrants that he or she has previously furnished to the other all information relating to income and deducting expenses for all years for which the parties have filed joint tax returns. If there is a deficiency assessment in connection with any of the aforesaid joint returns heretofore or hereafter filed, the party receiving such notice will notify the other party immediately in writing or via email.
5. Either party will have the option to contest any deficiency assessment received by the Internal Revenue Service or the State of Illinois Department of Revenue in connection with the filing of joint returns of the parties. In the event the Husband or the Wife so elects, the other party hereby agrees to cooperate fully in contesting said assessment, including execution of any and all necessary documents,

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supplying of any and all records, and information and furnishing of testimony, if necessary and appropriate, in pursuing the said contest.

6. The parties acknowledge and agree that all transfers of property, which are made pursuant to this Agreement, are transfers incident to the cessation of their marriage and are thereby treated, for income tax purposes, in accordance with the provisions of Section 1041 of the Internal Revenue Code (26 U.S.C. § 1041), as amended on July 18, 1984. Said Section provides that no gain or loss will be recognized on transfers of appreciated property between them and will be without current taxation as "taxable events;" such transfers will be treated as acquired by the transferee by "gift," and that the transferee's basis in such transferred property will be the adjusted basis of the transferor therein immediately prior to the transfer.

ARTICLE VI

DEBTS AND LIABILITIES

1. Except for the debts and liabilities specifically identified in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has separately incurred, or hereafter may separately incur; and each party shall indemnify and hold the other party harmless with respect thereto. Each party warrants that neither he nor she has incurred any liabilities with third parties for which the other party would be liable except for those liabilities incurred in the ordinary course of living which shall be paid by the party who incurred such liability. Each party agrees with the other that he nor she shall not at anytime hereafter contract any liability whatsoever with third parties for which the other party shall become liable and shall indemnify and hold the other party harmless in the event of any breach of warranty given herein including the payment of reasonable attorneys' fees and costs necessitated by the enforcement of this indemnification provision, which is considered by the parties to be in the nature of a support obligation and non-dischargeable in any bankruptcy proceedings.

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ARTICLE VII

ATTORNEY FEES AND COSTS

1. VLADIMIR shall be solely responsible and liable for his own respective attorneys' fees incurred herein, without any contribution from LENCE. VLADIMIR waives the right to any contribution hearing for attorneys' fees and costs against LENCE.

2. Except as otherwise provided herein or agreed upon between VALDIMIR and his attorneys, VLADIMIR shall pay in full his attorney's fees and costs due to the law firm of BEERMANN PRITIKIN MIRABELLI SWERDLOVE LLP upon the entry of the Judgment for Dissolution of Marriage.

3. VLADIMIR has been advised of his rights to (a) itemized fee and cost statements; (b) a hearing as to the reasonableness and necessity of attorney fees and costs; and (c) to hire separate counsel to represent him in connection with his attorney's fees and costs. VLADIMIR acknowledges that he has received itemized statements for costs advanced and services rendered by BEERMANN PRITIKIN MIRABELLI SWERDLOVE LLP, that he is satisfied with the statements and the services rendered by BEERMANN PRITIKIN MIRABELLI SWERDLOVE LLP, and that he has waived his right to a hearing and separate counsel as to the issue of attorney's fees.

4. LENCE shall be solely responsible and liable for her own respective attorneys' fees incurred herein, without any contribution from VLADIMIR. LENCE waives the right to any contribution hearing for attorneys' fees and costs against VLADIMIR.

5. Except as otherwise provided herein or agreed upon between LENCE and her attorney, LENCE shall pay in full her attorney's fees and costs due to and owing within 30 days from the entry of the Judgment for Dissolution of Marriage.

6. LENCE has been advised of her rights to (a) itemized fee and cost statements; (b) a hearing as to the reasonableness and necessity of attorney fees and costs; and (c) to hire separate counsel to represent her in connection with her attorney's fees and costs. LENCE acknowledges that she has

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received itemized statements for costs advanced and services rendered by her attorney of record, that she is satisfied with the statements and the services rendered by her attorney of record, and that she has waived her right to a hearing and separate counsel as to the issue of attorney's fees.

7. Should either party unreasonably and/or unjustifiably breach this Agreement or any of its covenants, the breaching party shall be responsible for all attorneys' fees and all costs incurred in enforcing the provisions of this Agreement.

ARTICLE VII

GENERAL PROVISIONS

1. **Execution of Documents:** Each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties, as hereinabove provided, and thereafter at any time 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 for any reason, should 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 execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division 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.

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2. **Mutual Releases:** To the fullest extent permitted by law and except as herein otherwise provided, 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 relations 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, 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 release, 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 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, or rights of either party under this Agreement.

3. **Waiver of Estate Claim:** Except as herein provided, each of the parties hereby waives and relinquishes all rights to act as administrator or 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

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intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties die intestate, this Agreement shall operate as a relinquishment of all rights 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 at law 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 that he or she may see fit, without any restriction or limitation whatsoever provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

4. **Effectiveness of Agreement:** In the event that either VLADIMIR or LENCE at any time hereafter obtains a dissolution of marriage or divorce in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any such judgment or decree for dissolution of marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case referred to hereinbefore. The Court, on entry of the judgment or decree for dissolution of marriage shall retain the right to enforce the provisions and terms of the Agreement and modify the terms of this Agreement as deemed necessary which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

5. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and has been examined by each of the said parties assisted by counsel of their respective choice and it is believed by them to be fair, just and equitable with respect to each of them, and it supersedes any prior understanding or agreement between them upon the subject matter hereof, and any modification or waiver of any of the provisions in this Agreement shall be effective only if made in writing and signed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the

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provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

6. **Construction of Agreement:** This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of VLADIMIR or LENCE. It is expressly understood and agreed by the parties that in the event that a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect. The fact that any draft of this Agreement was prepared by counsel for one of the parties shall create no presumptions of any kind nor shall it cause any ambiguities to be construed against such party. Any word in the text of this Agreement shall be read as singular or plural, and/or as masculine, feminine, or neuter, as may be necessary to give the intended meaning thereto and/or to carry out the intention of the parties. No covenant, promise, or undertaking shall be effective to modify or amend this Agreement or to waive or relinquish any right provided by the terms and provisions hereof, unless the covenant, promise, or undertaking shall be reduced to a writing that is duly executed by both parties. This Agreement shall not be subject to modification or amendment unless specifically permitted by the express provisions.

7. **Financial Disclosures and Representations.** Each party herewith represents and warrants that, in the listing of assets and liabilities set out in this Agreement they have disclosed each and every marital and non marital asset and liability, except for items of nominal value, in which either has any direct or indirect interest, irrespective of how titled, including (but not limited to) items held for their benefit by any fiduciary, trustee, nominee, or other party or entity and that the value assigned to said asset or liability herein is accurate to the best of their knowledge and information.

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IN WITNESS WHEREOF, VLADIMIR STOJCEVSKI and LENCE STOJCEVSKI have hereunto set their respective hands and seals this 27 day of May, 2014.

Lence Stojcevska
LENCE STOJCEVSKI- Respondent

Date: 5-27-14

Vladimir Stojcevska
VLADIMIR STOJCEVSKI - Petitioner

Date: 5-27-2014

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Floyd N. Nadler, Esq.
BEERMANN PRITIKIN MIRABELLI SWERDLOVE, LLP
Attorneys for ~~LENCE~~ **VLADIMIR** STOJCEVSKI
161 North Clark Street
Suite 2600
Chicago, Illinois 60601
(312) 621-9700
Attorney ID No. 80095

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Source

* Sunkey platter 5 piece set, 18 piece bowl set,
 1 plant, 4 two oven mts, plus free, the containers 2
 2 glass dishes, 1 rolling pin, 4 glass bowls 6 glass bowls
 1 glass bowl 2 dish towels 3 potholders, 1 trainer
 2 tablecloth, 1 desert decorator, silverware organizer
 orange juice squeezer, 2 water bottle thermals,
 1 serving tray, ice cream scoop and potato peeler,
 sponge, tongue, ceramic bowl, 2 casserole dish, 1 scale,
 utensil set, 2 clock, 2- Smoothie machine, 2-tray
 1- Sight Fixture, Patio drapes, 1-table cloth one liner
 2- coffee table liner, candle holders, coasters set, 1- teardoll
 2- Plants, 15-piece knife set, 1- knife set, 2 piece roasting pan,
 1- grill pan, 11- Statures Steel serving pans, 12 drinking
 glasses, 8- glasses, two candles 4- cognac glasses, 2- ashtrays
 5- Champagne glasses, 5- liquor glasses, 6- contact glasses
 3- glasses bowls, 3- candy dishes, 3- fruit bowl, 1 decoration
 bowl, two candle holders 2- pictures, 5 bed set (sheet)
 1 tube TV, 3-tablecloths, 3 decorations, 3a-table,
 5- bath towels, 5- hand towels, 1- bed spread set,
 4 King size pillows, 2- drapes, 9- bottle of soap,
 Clothes, Shoes, purses, various stuffs, 2-tablecloth
 1- lace tablecloth, Shower curtain, and liner, decoration
 towels, Shower rod, 1 basket, 1- quartz. Case, 2-Bathroom
 mats, 1-roll of material, 1- Heating pad, 1 tea pot,
 Radio and Cassette tapes 1- medium box of cleaning
 supplies, 1- grayville decoration, Clothes rack,
 luggage set, medium box of Saurdau detergent
 2 window drapes, deodorant, and razors, Cerr
 Pack of toilet paper one pot set, Plus another
 one red one blue 1- dictionary 4- albums, u
 1- camera, 1- fan 1- Car Soap tools, Organizer

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1 case trash can, antifreeze, Sutter, laundry detergent,
drink-water-pap & balance in kitchen window,
Barbecue grill, woman's perfume, man's perfume, stainless
steel pots, Chair

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| <u>Account/Account #</u> | <u>titled</u> | <u>balance</u> | <u>as of</u> | <u>Husband</u> | <u>Wife</u> |
|--------------------------|---------------|--------------------|--------------------|--------------------|--------------------|
| Heartland Bank 3500 | H | \$4,100.00 | 4/14/2014 | \$4,100.00 | |
| Heartland Bank 5724 | H | \$50.06 | 4/17/2014 | \$50.06 | |
| Harris Bank 9522 | H | \$200.19 | 3/18/2014 | \$200.19 | |
| Chase Bank 5892 | H | \$99.30 | 4/15/2014 | \$99.30 | |
| Numark 4499-01 | H | \$20,810.62 | 3/31/2014 | \$14,296.17 | \$6,514.45 |
| Numark 4499-20 | H | \$11,500.18 | 3/31/2014 3 mo. CD | \$11,500.18 | |
| Numark 4499 | H | \$11,910.00 | 3/31/2014 6 mo. CD | \$11,910.00 | |
| Chase Bank 8381 | W | \$683.78 | 4/11/2014 | | \$683.78 |
| Chase Bank 7684 | W | \$16,341.16 | 4/23/2014 | | \$16,341.16 |
| Chase Bank 3499 | W | \$18,616.50 | 4/23/2014 | | \$18,616.50 |
| | | <u>\$84,311.79</u> | | <u>\$42,155.90</u> | <u>\$42,155.89</u> |

Retirement Accounts

| | | | | | |
|-------------|---|---------------------|----------------|--------------------|--------------------|
| GM Savings | H | \$100,576.30 | 3/31/2014 QDRO | \$68,380.95 | \$32,195.35 |
| ITW Savings | W | \$36,185.60 | 3/31/2014 QDRO | | \$36,185.00 |
| | | <u>\$136,761.90</u> | | <u>\$68,380.95</u> | <u>\$68,380.35</u> |

Total to each party

\$110,536.85 \$110,536.24