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Upon recording, return to:

Elizabeth Chez
2039 Burr Oaks Lane
Highland Park, IL 60035



Doc# 1719229091 Fee \$58.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/11/2017 02:58 PM PG: 1 OF 11

Property of Cook County Clerk's Office

MEMORANDUM AND NOTICE OF LIEN

TO: Cook County Recorder of Deeds

OBLIGOR: Martin Markrack
1155 N. Dearborn Street #1004
Chicago, IL 60610

FROM: Elizabeth Chez (f/k/a Elizabeth Markrack) ("Obligee")
2039 Burr Oaks Lane
Highland Park, IL 60035

This lien results from a child support judgment order entered on August 7, 1997 in the Circuit Court of 10th Judicial Circuit, Lake County, Waukegan, Illinois, case index number 97 D 1101.

A copy of the referenced judgment order (including the portion, relevant to child support, of the Marital Settlement Agreement incorporated in the Court's judgment order) is attached as Exhibit A; under 735 ILCS 5/12-101, a lien exists for past due installments of support and, under 735 ILCS 5/12-108(a), a child support judgment may be enforced at any time.

As of July 1, 2017, the obligor owes unpaid support in the amount of at least \$53,500, with accrued interest thereupon of \$40,083 as of June 30, 2017, together with any additional interest and penalties that apply or may apply as a matter of law (with this Memorandum and Notice of Lien applying for the stated principal sum, accrued interest

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and any and all additional interest and penalties). An affidavit of Elizabeth Chez relating to the foregoing arrearage is attached as Exhibit B.

Obligee reserves the supplement this Memorandum and Notice of Lien in respect of all additional sums that may be or become due in respect of delinquent child support.

This lien attached to all real property of the above-named obligor which is located or exiting within the State of Illinois, including but not limited to the following property:

UNITS 403, PARKING P-7, TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE #7, A LIMITED COMMON ELEMENT IN THE PARK NEWBERRY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE: LOTS 1 TO 26, BOTH INCLUSIVE, IN THE RESUBDIVISION OF BLOCK 7 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 26, 1998 AS DOCUMENT # 98154431, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

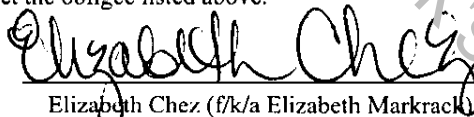
Address of Property: 55 W. Delaware Place
Chicago, IL 60610

Permanent Index Numbers: 17-04-441-024-1022 & 17-04-441-024-1190

All aspects of this lien, including its priority and enforcement, are governed by the laws of the State of Illinois. An obligor is subject to the laws and procedures of the State of Illinois and may contact the party purporting and recording this lien. This lien remains in effect until withdrawn or released by the obligee or otherwise in accordance with the laws of the State of Illinois.

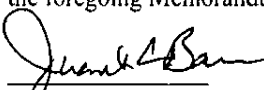
I certify under penalty of perjury that the information contained in this notice is true and accurate and that this lien is submitted in accordance with the laws of the State of Illinois. For additional information regarding this lien, including the pay-off amount, please contact the obligee listed above.

July 3, 2017

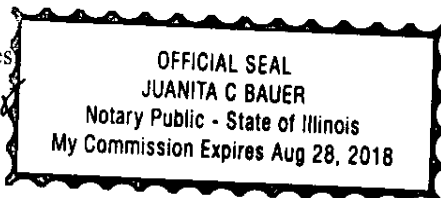

Elizabeth Chez (f/k/a Elizabeth Markrack)
E-mail Address:

State of Illinois)
County of Cook) SS

I certify that Elizabeth Chez appeared before me and is known to me as the individual who subscribed and swore to the foregoing Memorandum and Notice of Lien before me this 3rd day of July.


Notary Public

My commission expires
Aug. 28, 2018



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Exhibit A

IN THE CIRCUIT COURT OF 19TH JUDICIAL CIRCUIT
LAKE COUNTY, WAUKEGAN, ILLINOIS

IN RE THE MARRIAGE OF:

ELIZABETH MARKRACK,
Petitioner

and

MARTIN L. MARKRACK,

Respondent

FILED
AUG 27 1998
CIRCUIT CLERK

not a copy
TRVEE
11/25/98

97 D 1101

OFFICIAL SEAL
ANDREA C. VERNON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-27-2002

Andrea Vernon

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition for Dissolution of Marriage of the Petitioner, ELIZABETH MARKRACK, and the response thereto of the Respondent, MARTIN L. MARKRACK, the Petitioner being present in open Court and being represented by her counsel, MELINDA C. ROGERS, of the law firm of SCHILLER DU CANTO AND FLECK, and the Respondent being present in open Court and being represented by his counsel, ROGER WHITE, of the law firm of WHITE AND ASSOCIATES, the Court having heard the evidence adduced by the Petitioner in support of her 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.
3. That the parties hereto were lawfully joined in marriage on, to-wit: the 3rd day of June, 1990 in San Francisco, California, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

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4. That one child was born to the parties hereto as issue of their said marriage, namely: ILYSE MARKRACK and that no children were adopted by the parties and that the Petitioner 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. 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 her Petition by substantial, competent and relevant evidence; and that a judgment of Dissolution of Marriage should be entered herein.

9. That the parties hereto have entered into a Marital Settlement Agreement dated August 7, 1997, at Lake County, Illinois concerning the questions of maintenance for the Petitioner, 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, 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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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of August, 1997, by and between ELIZABETH MARKRACK, hereinafter referred to as the "Wife," and MARTIN MARKRACK, hereinafter referred to as the "Husband."

WITNESSETH

- A. The parties were lawfully married on June 3, 1990 in San Francisco, California.
- 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: ILYSE MARKRACK, born March 22, 1994; said child is residing with the Wife and in the care and custody of 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 Lake County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 97 D 1101. The case is entitled "In Re The Marriage of ELIZABETH MARKRACK, Petitioner, and MARTIN MARKRACK, 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 children of

[Note: Portions of Marital Settlement Agreement unrelated to child support have been omitted]

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ARTICLE III

CHILD SUPPORT

3.1. Until the closing on the sale of the marital residence located at 270 Roger Williams, Highland Park, the Husband and Wife shall deposit their paychecks into the parties' joint checking account at First Bank and Trust of Evanston and all joint household and living expenses for the parties and the minor child will be paid out of the joint checking or savings accounts.

3.2. On the first day of the first month following the closing on the sale of the marital residence, the Husband shall pay to the Wife as and for the support of the minor child, the sum of Seven Hundred Dollars (\$700.00) each month, which includes the Husband's share of day care expenses, and continuing on the first day of each and every month thereafter until the emancipation of the minor child.

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, but not past age nineteen (19);
- d. The child's entry into the armed forces of the United States, but the emancipation event shall be deemed to be terminated and nullified upon the child's discharge therefrom as if such emancipation event had not occurred;

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- e. The child's maintaining a full-time residence away from the home of the custodial parent provided that residency at a boarding school, camp or similar facility shall not be deemed to constitute a residence away from the custodial parent's home.
- f. The child's cohabiting with another person on a resident, continuing conjugal basis as found by a court of competent jurisdiction upon proper notice, petition and hearing.
- g. The child's obtaining full-time employment exclusive of employment during school vacation periods.

3.4. The Wife agrees that, so long as the Husband pays maintenance pursuant to Article VIII of this Agreement, she shall not Petition the Court to increase the amount of child support. However, when the payment of maintenance terminates, the amount of support shall be reviewed, and, if appropriate, adjusted. If the parties are unable to agree on the amount of child support, this issue shall be submitted to a Court of competent jurisdiction for determination upon proper Petitioner and notice.

3.5. For purposes of federal and state income taxation, the Husband shall be solely entitled to claim the dependency exemption for the minor child. The Wife shall execute Internal Revenue Service Form 8332 granting the Husband the ability to claim said dependency exemption, unless an arrearage of child support exists as of April 15 of each year. If an arrearage of child support exists, the Wife shall be entitled to claim the dependency exemption for the minor child.

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- (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 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.

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IN WITNESS WHEREOF, the parties have set their hands and seals on the day and date set forth hereinabove.


 ELIZABETH MARKRACK


 MARTIN MARKRACK

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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, ELIZABETH MARKRACK, and the Respondent, MARTIN MARKRACK, be, and the same are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent, dated August 7, 1997, 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 August 7, 1997, as hereinabove set forth.

APPROVAL:


 ELIZABETH MARKRACK


 MARTIN MARKRACK

ENTER:

VICTORIA L. MARTIN

JUDGE

SCHILLER, DU CANTO AND FLECK
 Attorneys for Elizabeth Markrack
 207 East Westminster Avenue, Suite 300
 Lake Forest, Illinois 60045-1857
 Telephone No. (847) 615-8300
 Facsimile Telephone No. (847) 615-8284

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Exhibit B

Affidavit of Delinquent Child Support

of

Elizabeth Chez (f/k/a Elizabeth Markrack)

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

AFFIDAVIT OF ELIZABETH CHEZ

The undersigned, being duly sworn and upon oath, hereby deposes and states as follows:

1. My name is Elizabeth Chez (known as Elizabeth Markrack prior to my divorce from Martin Markrack) and I currently reside at 2039 Burr Oaks Lane, Highland Park, Lake County, Illinois, 60035. To my knowledge, the current address of Martin Markrack is 1155 N. Dearborn Parkway, #1004, Chicago, Illinois, 60610.
2. My marriage to Martin Mackrack was dissolved pursuant to a Judgment of Dissolution of Marriage entered by the Circuit Court of the 19th Judicial District, Lake County, Waukegan, Illinois on August 7, 1997 (the "Judgment"), case number 97 D 1101.
3. The Judgment incorporated and entered as an order the terms of a Marital Settlement Agreement dated August 7, 1997 ("the MSA") by and between me, as Wife, and Martin Markrack, as Husband.
4. The MSA specified the payment, following the closing of the sale of the relevant marital residence located at 270 Roger Williams, Highland Park, Illinois, by Martin Mackrack to Elizabeth Mackrack, as child support in respect of Ilyse Markrack, ("Ilyse") born March 22, 1994, in the amount of \$700.00 per month.
5. The sale of the marital residence of Elizabeth Mackrack and Martin Mackrack closed during calendar year 1999 at no time has the specification of \$700.00 per month in child support set forth in the MSA and incorporated as part of the Judgment been vacated or otherwise reduced or modified.
6. No direct withholding or other means for conveying child support payments to the clerk of the court or any agency of the State of Illinois was established at the time of entry of the Judgment or at any time thereafter.

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7. Martin Mackrack has failed to pay the child support required by the Judgment on numerous occasions, including but not limited to the failure to make any payments whatsoever following calendar year 2005 (with the exception of a single \$400 payment received in 2014).

JUNE - 8. I remained the primary custodial parent of Ilyse until she reached 18 years of age [and until 2012, when she graduated high school. At no time until then did Ilyse: (i) enter the armed forces of the United States, (ii) maintain a full-time residence away from my home, (iii) cohabit with another person on a resident, continuing conjugal basis as found by a court of competent jurisdiction, or (iv) obtain full-time employment exclusive of employment during school vacation periods.

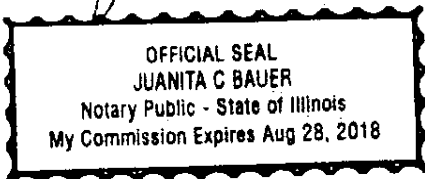
9. I have not waived, surrendered, assigned or otherwise relinquished, modified or encumbered my right to the delinquent child support payments described in this Affidavit and required by the Judgment.

10. Further affiant sayeth not.

Elizabeth Chez
Elizabeth Chez
(f/k/a Elizabeth Markrack)

Subscribed and sworn to
before me this 26 day of
June, 2017.

Juanita C Bauer
Notary Public



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