





# UNOFFICIAL COPY

Attorney #40514

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

IN RE THE MARRIAGE OF:

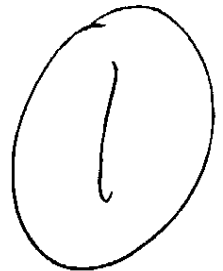
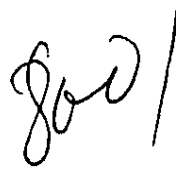
SARAH H. FIGLIO,  
Petitioner,

and

J. ERIC VANDER AREND,  
Respondent.

No: 2016 D 010276

Cal: 61



Associate Judge  
David B. Horacz

MAR 15 2017

**JUDGMENT FOR DISSOLUTION OF MARRIAGE**

Circuit Court - 1878

This matter having come for hearing on the Petition for Dissolution of Marriage filed by the Petitioner, Sarah H. Figlio ("Sarah"); Sarah appearing in open court in her own proper person and by her attorneys, Griffin McCarthy & Rice LLP, the Respondent, J. Eric Vander Arend ("Eric"), being present by and through his attorneys, Hughes Socol Piers Resnick & Dym, Ltd., the Court hearing the evidence, a transcript of which will be duly filed herein; and the Court being fully advised in the premises, finds that:

1. Both parties were residents of the State of Illinois at the time the action was commenced and such residence had been maintained for at least ninety (90) days next preceding the filing of the Petition for Dissolution of Marriage.
2. This Court has personal jurisdiction over both of the parties and subject matter jurisdiction over the above captioned matter.
3. The parties were married on May 23, 1992, in Elmer, New Jersey, and the marriage was registered in the County of Salem, State of New Jersey.
4. The parties have two minor children as a result of their marriage; namely, Genevieve L. Figlio Vander Arend born March 6, 2004, now thirteen (13) years of age; and Julius M. Figlio Vander

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Arend born March 6, 2014, now thirteen (13) years of age (hereinafter collectively referred to as "Minor Children"). No other children were born to or adopted by the parties and Sarah is not now pregnant.

5. Sarah and Eric have lived separate and apart for a period in excess of six (6) months.

6. The parties have irreconcilable differences, which caused the irretrievable breakdown of the marriage. Efforts at reconciliation failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

7. The parties have each completed the required parenting class for Cook County.

8. The parties have entered into a written Marital Settlement Agreement dated March 15, 2017 ("Agreement") concerning the questions of maintenance, attorneys' fees, 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, maintenance, allocation of all marital and non-marital property, and other matters, which Agreement has been presented to this Court for its consideration, and it is incorporated into this Judgment of Dissolution of Marriage by reference pursuant to 750 ILCS 5/502(d).

9. The parties have entered into a written Allocation Judgment: Allocation of Parental Responsibilities and Parenting Plan dated March 15, 2017, concerning the rights and obligations of the parties toward each other and the Minor Children, including allocation of parental responsibilities and parenting time, which is entered simultaneously herewith as a separate Judgment of this Court.

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

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## WHEREFORE, IT IS HEREBY ORDERED THAT:

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

B. The Agreement herein contained is approved, confirmed, ratified and incorporated into this Judgment of Dissolution of Marriage to the same extent and with the same force and effect as though the provisions contained in the Agreement were set forth in this paragraph of this Judgment; and each and every provision of the Agreement is binding upon each of the parties, and each of the parties shall do and perform all the acts undertaken to carry out all the provisions contained in the Agreement, which is made a part of this Judgment. Notwithstanding the adoption of the Agreement by the Court, the 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. Sarah and Eric have each waived their rights to maintenance herein and each agree to and shall be forever barred, terminated, and foreclosed from claiming maintenance from the other, whether past, present, or future, and shall not be allowed to seek same from the other in the Circuit Court of Cook County, Illinois, or any court in the future.

D. Except as otherwise may be specifically provided in this Judgment of Dissolution of Marriage and the Agreement, each of the parties is forever barred and foreclosed from homestead, and any and all other rights, claims, or demands whatsoever in and to the property or interests of the other previously owned, now owned, or hereafter acquired, including, but not limited to, dower, homestead, any trusts or interests or other interests, and marital, non-marital, and community or quasi-community property.

E. The parties shall carry out all of the terms, provisions, and conditions of this


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Judgment, and each of the parties shall execute, acknowledge, and deliver good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties as provided in the Agreement, and hereafter at any time, and from time to time, shall execute, acknowledge and deliver any and all documents, which may be necessary or proper to carry out the purpose of the Agreement.

F. This Court shall, and it does, reserve jurisdiction over the subject matter of this cause and the parties hereto for the purpose of enforcing the terms of this Judgment and of the Agreement herein.

G. This is a final Judgment and there is no just reason for delaying enforcement or appeal.

ENTER:

  
\_\_\_\_\_  
JUDGE

3.15.17

GRIFFIN McCARTHY & RICE LLP  
Attorneys for Petitioner  
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Suite 990  
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(312) 782-4244  
Firm ID: 40514

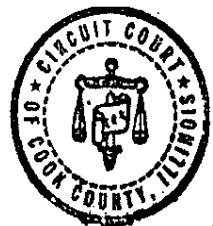
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I hereby certify that the document to which this certification is affixed is a true copy.

Date 4-28-17 Dorothy Brown

**Dorothy Brown**  
Clerk of the Circuit Court  
of Cook County, IL



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EXHIBIT


- (b) Julius' UTMA Savings account, approximate balance of \$236 as of December 14, 2016;
- (c) Genevieve's 529 Plan, approximate balance of \$158,197.87 as of December 14, 2016; and
- (d) Genevieve's UTMA Savings account, approximate balance of \$236 as of December 14, 2016.

10.05 Allocation of Marital Estate. The parties stipulate and agree that the allocation of the marital estate is fair and equitable in light of the parties' circumstances.


## ARTICLE XI

### REAL ESTATE

11.01. Background. During the course of the marriage, the parties acquired an interest in the real estate located at 5317 N. Christian Ave., Chicago, Illinois (hereinafter referred to as the "Chicago Residence"). The parties stipulate and agree that the Chicago Residence, which is a 2-unit apartment building, has a value of approximately \$600,000. The Chicago Residence is titled in the parties' names jointly and is encumbered by a mortgage with SunTrust Mortgage with an approximate balance of \$252,347 (the "SunTrust Mortgage"). Each of the parties represents and warrants to the other that he or she has no knowledge of any liens or encumbrances on the Chicago Residence other than the SunTrust mortgage, accrued but unbilled real estate taxes, and exceptions, if any, that were noted on the real estate title insurance policy when the parties purchased the Chicago Residence. If there are subsequently found to be any of the aforesaid encumbrances, which may have been caused by the actions or inactions solely of Eric or Sarah, the party responsible for causing said encumbrances shall be responsible for the same, pay or remove the same immediately, and shall indemnify and hold the other party harmless from any liability thereon.

 S.F.

 J.E.V.

Start  (BH)



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11.02. Transfer of Title. Within thirty (30) days of the Effective Date, the parties shall cause the following to simultaneously occur:

- A. Sarah shall pay off the existing mortgage on the Chicago Residence.
- B. Upon paying off the existing mortgage, Sarah shall have a valid and subsisting claim against the Chicago Residence <sup>(legal description attached as Exhibit A)</sup> in the amount of \$252,347 (the "claim") (which represents the remaining balance of the SunTrust mortgage). Sarah may record the claim at any time upon or after the entry of Judgment of Dissolution of Marriage. Sarah may enforce her claim against the Chicago Residence, upon the first to occur of either (1) the death of Eric, or (2) the sale of the Chicago Residence. Eric shall cooperate in executing any and all documents necessary for Sarah to record her claim against the Chicago Residence.
- C. Sarah shall execute a Quitclaim Deed and such other documents necessary to transfer, assign, convey, and release her title and interest in the Chicago Residence to Eric.
- D. Eric shall pay one hundred percent (100%) of costs associated with said transfer, including, but not limited to, attorney fees, transfer taxes, recording fees and the like.

11.03 Use of the Chicago Residence/Payment of Expenses. Except as set forth in this Paragraph 11.03, upon the Effective Date, Eric shall be responsible for and pay all expenses associated with the ownership and use of the Chicago Residence, including but not limited to, homeowners' insurance, capital improvements, ordinary repairs, utilities, escrow payments, and unpaid and future real estate taxes. Eric shall hold Sarah harmless and indemnify her against any costs, liabilities, or expenses accruing to Sarah subsequent to the Effective Date by reason of his name appearing as mortgagor or owner of said property.

Upon the Effective Date, Eric shall have exclusive use and possession of the Chicago Residence except that until Sarah and the Minor Children move to England, but no later than August 31, 2017, they may reside in the upper level unit of the Chicago Residence.

S.F.

 J.E.V.

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## LEGAL DESCRIPTION

### EXHIBIT "A"

File Number: PTC15695

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS,  
AND IS DESCRIBED AS FOLLOWS:

PERMANENT INDEX NO.: 13-11-215-012

THE SOUTH ½ OF LOT 17 AND ALL OF LOT 18 IN BLOCK 7 IN  
NORTH PART ADDITION TO CHICAGO, BEING A SUBDIVISION OF  
PART OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF  
SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5317 N. CHRISTIANA AVENUE  
CHICAGO IL 60625

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