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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 10/01/2021 10:43 AM PG: 1 OF 5

**IN THE CIRCUIT COURT OF
THE SIXTEENTH JUDICIAL
CIRCUIT
KANE COUNTY, ILLINOIS**

In re the marriage of:

NICHOLAS M. DAMPTZ, Petitioner,

v.

REFAEL YITZNAKI, Respondent.

Case No. 20 D 001317

CERTIFIED MEMORANDUM OF JUDGMENT

Dated JUNE 21, 2021

FOR RECORDING IN

COOK COUNTY, ILLINOIS

PROPERTY LOCATED AT:

2537 1/2 Prairie, Unit 2S, Evanston, IL 60201
PIN#: 10-12-104-020-1015

UNIT NUMBER 2537-1/2 #2S IN THE PRAIRIE MANOR CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 6 AND 7 IN BLOCK 19 IN NORTH EVANSTON IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 5, 2006 AS DOCUMENT 0612532016; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

Prepared by/After Recording- Return to:

Nicholas M. Dampz
1 East Scott Street
Unit 1904
Chicago, IL 60610

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Kane County Circuit Court THERESA E. BARREIRO ACCEPTED: 6/21/2021 1:45 PM By: LC Env #13751782

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

Theresa E. Barreiro
Clerk of the Circuit Court
Kane County, Illinois
6/21/2021 1:16 PM
FILED/IMAGED

In re the marriage of:)
)
NICHOLAS M. DAMPTZ,)
)
)
Petitioner,)
)
-vs-)
)
REFAEL YITZHAKI,)
)
)
Respondent.)

CASE No. 20-D-001317

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner, NICHOLAS M. DAMPTZ, and the Response to the Petition for Dissolution of Marriage; the parties having agreed to entry of a Judgment for Dissolution of Marriage without the appearance of counsel, the litigants and waiver of a transcript of proceedings; the Petitioner represented by his attorney, Lisa M. Nyuli of ARIANO, HARDY, RITT, NYULI, RICHMOND, LYTLE & GOETTEL, P.C., the Respondent represented by his attorney, Mark A. Wirtz of THE WIRTZ LAW FIRM; and the Court having reviewed the Prove-Up Statement of the parties, and the Court considering all of the evidence and now being fully advised in the premises,

FINDS as follows:

1. This Court has jurisdiction over the subject matter and the parties hereto and that there is no petition for dissolution of marriage pending in any other county or state.

Kane County Circuit Court ENVELOPE: 13751782 SUBMITTED: 6/21/2021 1:17 PM

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2. Petitioner and Respondent now, and for ninety (90) days continuously and immediately preceding this date, have been residents of the County of Kane and State of Illinois.

3. The parties were married on November 21, 2013; and the marriage was registered in Davenport, Scott County, Iowa.

4. Irreconcilable differences have caused the irretrievable breakdown of the marriage and that efforts at reconciliation have failed or that future attempts at reconciliation would be impracticable and not in the best interests of the family.

5. No children were born to or adopted by the parties as the result of this marriage.

6. The parties have lived separate and apart for a period longer than six (6) months.

7. The parties have entered into a written Marital Settlement Agreement, settling all issues including division of marital property and maintenance for either spouse. Said document is attached hereto and made a part of this Judgment.

8. The parties entered into a Prenuptial Agreement on November 10, 2013, which they agree governs this matter, and includes a waiver of maintenance by both Petitioner and Respondent.

9. Petitioner has established by competent, relevant, and material proof all of the other allegations contained in his/her Petition for Dissolution of Marriage.

WHEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

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A. The marriage between the parties is hereby dissolved, and Petitioner and Respondent are each hereby awarded a Judgment for Dissolution of Marriage dissolving their present bonds of matrimony, *instanter*.

B. The written Marital Settlement Agreement is hereby approved and incorporated into and made a part of this Judgment for Dissolution of Marriage.

C. Each of the parties shall promptly upon demand by the other party, execute and deliver to such other party any and all documents necessary to effectuate and fulfill the terms of this Judgment for Dissolution of Marriage.

D. The parties are ordered and adjudged to execute, carry out, and perform all of the terms, provisions, and conditions of the Judgment for Dissolution of Marriage, Marital Settlement Agreement.

E. This Court retains jurisdiction of this cause for the purpose of enforcing the provisions of this Judgment for Dissolution of Marriage.

6/21/2021

Entered: June _____, 2021.



Judge

Prepared By:

Lisa M. Nyuli, Esq. – ARDC No. 6201717
ARIANO, HARDY, RITT, NYULI,
RICHMOND, LYTLE & GOETTEL, P.C.
2000 McDonald Road, Suite 200
South Elgin, IL 60177-3324
1 (847) 695-2400

A true copy of the original of this document is on file in my office
Attest: September 30 20 21
Theresa E. Barreiro
Circuit Court Clerk, Kane County, Illinois
By: Theresa E. Barreiro
Deputy Clerk

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and that each has knowingly and voluntarily waived their respective rights to such a contribution hearing.

The parties agree that each shall be solely responsible for his or her own attorney's fees and costs, incurred in connection with these proceedings, payable upon entry of Judgment for Dissolution of Marriage.

E. Corporate Debt - In addition to the debts and liabilities related to Alien Consulting, Inc. the parties agree that REFAEL shall be solely responsible for any and all indebtedness relating to I-KOR DESIGN, INC. and GEAREXS, INC., and shall indemnify and hold NICHOLAS harmless therefrom, pursuant to the terms of the Prenuptial Agreement dated November 10, 2013. As set forth in paragraph B of Article II above, NICHOLAS shall be responsible for all expenses and debt related to Ariel and Yuval, Inc. and Dampitz Realty, Inc. and will indemnify and hold REFAEL harmless from same.

F. Indemnification - The parties further agree that except as otherwise stated herein, each shall be solely responsible for any debt he or she has incurred separately since the filing of this action on November 12, 2020, not specifically mentioned herein and shall indemnify and hold the other harmless therefrom.

ARTICLE 5 - SPOUSAL ISSUES

A. Cash to Balance - The parties agree that REFAEL shall pay to the NICHOLAS a lump sum of \$81,000.00, payable at a rate of \$3,000.00 per month for 27 months. Until said sum is paid in full, NICHOLAS shall have a lien on the property located at 2537 1/2 Prairie Avenue 2S, Evanston, IL for this balance. Once this sum is paid in full, NICHOLAS shall immediately release said lien.

B. Maintenance - Both parties waive their right to receive maintenance from the other in accordance with the Prenuptial Agreement signed on November 10, 2013.