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Doc#: 2309025052 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 03/31/2023 04:07 PM Pg: 1 of 8

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RECORDING COVER PAGE JUDGMENT ORDER DuPage County, Illinois Case No. 15 D 1334

Judgment in favor of: KELLI A. McGOWAN

Against: John McGowan
1115 Basswood
Hoffman Estates, IL 60169

Lot 6 in Block Ten (10) in Hoffman Estates I, being a Subdivision of that part of: The West Half (1/2) of the Northwest Quarter (1/4) and that part of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 14, Township 41 North, Range 10, East of the Third Principal Meridian, lying North of Higgins Road, together with that part of the Northeast Quarter (1/4) of Section 15, Township 41 North, Range 10, East of the Third Principal Meridian, lying North of Higgins Road, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on August 5, 1955, as Document Number 1612242

PIN: 07-14-106-006-0000

Commonly known as: 1115 Basswood
Hoffman Estates, IL 60169

Date of Judgment: May 12, 2017
Amount of Judgment: \$121,163.17, plus interest

PREPARED BY AND RETURN TO:

Robert Handley, Esq.
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Glen Ellyn, IL 60137
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STATE OF ILLINOIS)
) SS:
COUNTY OF DU PAGE)

CLERK OF THE
18TH JUDICIAL CIRCUIT
DU PAGE COUNTY, ILLINOIS

17 MAY 12 PM 3:23

FILED

IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT DU PAGE COUNTY, WHEATON, ILLINOIS

IN RE THE MARRIAGE OF
KELLI A. McGOWAN,

Petitioner,

vs.

JOHN McGOWAN,

Respondent.

No. 15 D 1334

CERTIFICATION	
I, Chris Kachirobas, Clerk of the 18th Judicial Circuit Court DuPage County, Illinois, do hereby certify the above correct copy as it appears from the records and files in my office. IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the said Court.	
DATE	<u>05/16/2017</u>
 CHRIS KACHIROBAS, Clerk	
By <u>JAMES KUFER</u> Deputy Clerk	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER having come on for hearing as an uncontested matter; the Court having jurisdiction of the parties and subject matter; the parties having stipulated that the cause be heard as an uncontested matter; both parties having appeared in person and by their respective attorneys; the Court having heard the evidence adduced; and now being fully informed,

FINDS:

1. The Court has jurisdiction of the subject matter and the parties hereto.
2. The Petitioner, KELLI A. McGOWAN, is 49 years of age, presently residing in the Village of Bloomingdale, County of DuPage, State of Illinois, and is employed as a Homemaker.
3. That the Respondent, JOHN McGOWAN, is 49 years of age, presently residing in the Village of Hoffman Estates, County of Cook, State of Illinois, and is self-employed as a Plumber.

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4. That the parties were lawfully married on August 19, 1995, and that said marriage took place and was duly registered in the Village of Bloomingdale, County of DuPage, State of Illinois and cohabitated as husband and wife until on or about March 2012, at which time they ceased to live together as husband and wife within the meaning of the Illinois Marriage and Dissolution of Marriage Act.

5. The Petitioner, KELLI McGOWAN, is now and for more than ninety (90) days, continuously and immediately preceding the filing of the Petition for Dissolution of Marriage, has been domiciled in and an actual resident of the County of DuPage and State of Illinois.

6. That two (2) children were born to the parties as a result of this marriage, being: John, age 17; and Joseph, age 15.

7. No other children were born to or adopted by the parties, and the Petitioner acknowledges that she is not now pregnant.

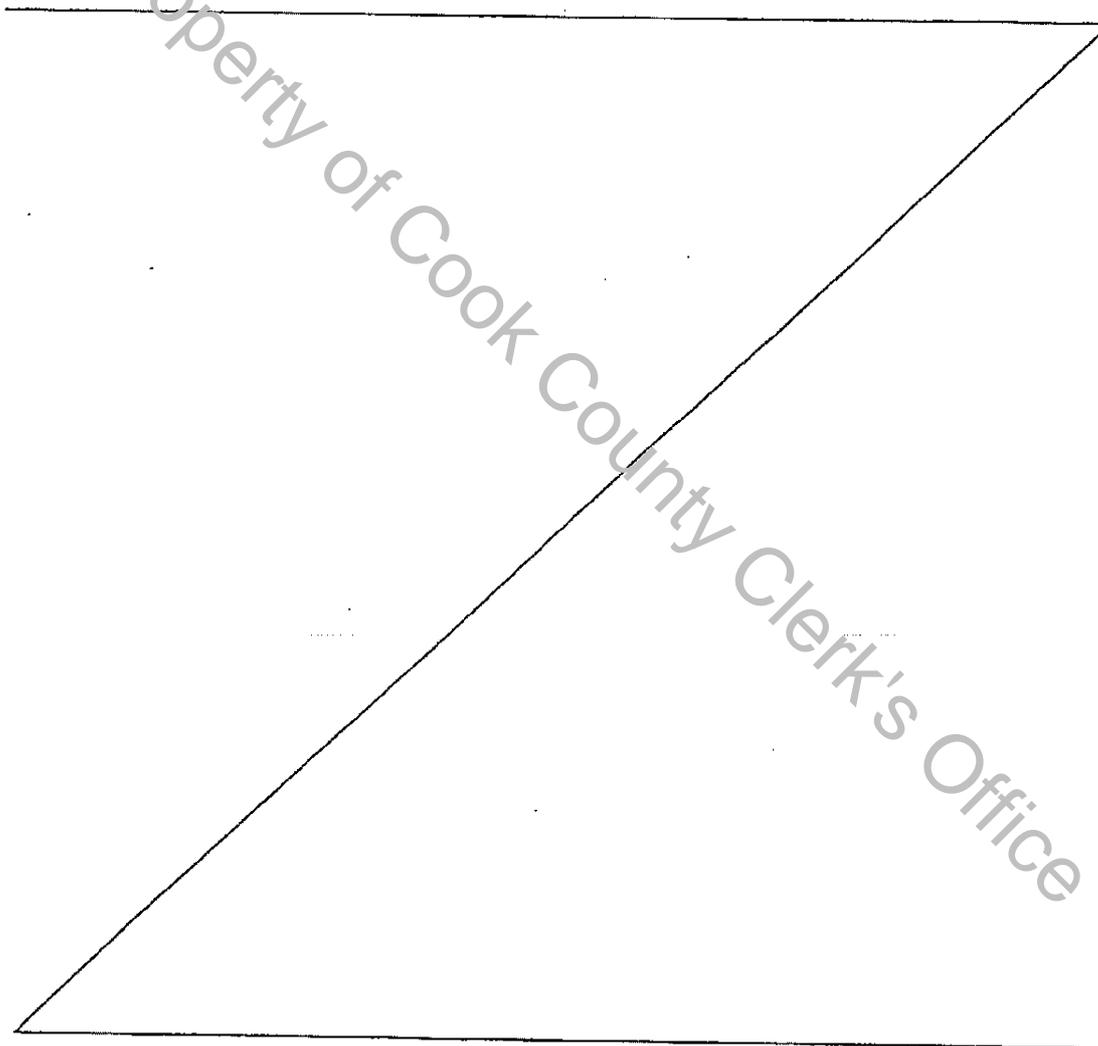
8. That the Petitioner is a fit and proper persons to have the care, custody, control and education of the minor children.

9. The parties have lived separate and apart for a continuous period of not less than six (6) months as evidenced by the testimony and affidavits by the spouses; 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.

10. The parties have disposed and settled between themselves questions of allocation of parental rights and parental time, child support, maintenance, property rights,

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and attorney's fees by entering into a written Marital Settlement Agreement dated May 12, 2017 which references a previously entered Parenting Plan and Allocation Judgment dated April 7, 2014. The Marital Settlement Agreement is attached to this Judgment of Dissolution of Marriage and made a part hereof, which is fair and equitable as between the parties, and of right and in justice ought to be enforced as between them and which is in words and figures as follows:



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11. The Respondent, JOHN McGowan, is gainfully employed and capable of supporting himself without contribution from the Petitioner.

12. That the Petitioner's maiden name was Custable.

WHEREFORE, IT IS ORDERED AND ADJUDGED AS FOLLOWS:

A. Judgment for Dissolution of Marriage is hereby entered on behalf of the parties hereto, and the bonds of matrimony between the Petitioner, KELLI MCGOWAN, and the Respondent, JOHN MCGOWAN, be, and the same are hereby dissolved.

B. That the Petitioner, KELLI MCGOWAN, is awarded allocation of significant decision making of the minor children of the parties. The Petitioner, KELLI MCGOWAN, shall provide the children's primary residence. Both parties shall have rights to possession and parenting time of the minor child as is specifically set forth in the Parenting Plan and Allocation Judgment which is contained in the Marital Settlement Agreement which is incorporated herein.

C. That the Respondent, JOHN MCGOWAN, is forever barred from receiving maintenance from the Petitioner, KELLI MCGOWAN, except as specifically set forth in the written Marital Settlement Agreement of the parties.

D. That the Petitioner, KELLI MCGOWAN, is forever barred from receiving maintenance from the Respondent, JOHN MCGOWAN, except as specifically set forth in the written Marital Settlement Agreement of the parties.

E. That the Petitioner, KELLI MCGOWAN, is granted leave to resume her former name of Custable.

F. Each party agrees that neither of them shall make any public statements, whether verbally or through any electronic media, that disparage or impugn the character,

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integrity, reputation, abilities or business interest of the other party. Nothing in this Section shall preclude any party from making truthful statements that are reasonably necessary to comply with applicable law, regulation or legal process, or to defend or enforce a party's rights under this Agreement.

G. That the Marital Settlement Agreement set forth hereinabove, be, and the same is hereby found to have been voluntarily entered into by both parties, to be fair, reasonable and equitable under all the facts and circumstances of this cause and that the same is incorporated into this decretal section of this Judgment of Dissolution of Marriage, and by this reference made a part hereof and further, that the parties hereto in all respects shall comply with each and every provision of the Marital Settlement Agreement aforesaid.

H. The parties hereto shall do all acts necessary, including the execution of all documents, to carry out the terms and conditions of this Judgment of Dissolution of Marriage.

I. That this Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the written Marital Settlement Agreement dated May 12, 2017.

J. That this Court reserves continuing jurisdiction to establish those portions of this Judgment which divide retirement benefits through a Qualified Domestic Relations Order and/or Qualified Illinois Domestic Relations Order, and reserves jurisdiction to enforce the payment of all retirement benefits which may be divided by this Judgment.

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K. That the Court reserves jurisdiction to adjudicate pending attorney fees petitions pursuant to applicable provisions of the Illinois Marriage and Dissolution of Marriage Act.

ENTERED:

[Handwritten signature]

JUDGE

DATE:

5/12/17

Property of Cook County Clerk's Office

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of personal property which have been used by them in common, subject to the terms and conditions contained in paragraph 4 of this Article. The Wife shall be the sole owner of all property contained in her non-marital residence or in her possession and the Husband shall have no claim or any interest thereto. The Husband shall be the sole owner of any and all property in his possession and the Wife shall have no claim or any interest thereto.

4. The parties agree that within fourteen (14) days of this Agreement, the parties will cooperate and arrange a time to meet at the parties' Simply Self Storage Unit 1117 to divide between themselves the articles of marital property. The parties agree that any personal items belonging to the Husband shall be assigned to the Husband and any personal items belonging to the Wife shall be assigned to the Wife. Either party may request police presence, at the convenience of law enforcement, at the storage unit during the division and allocation of property. *IN THE EVENT HUSBAND BELIEVES ADDITIONAL PERSONAL ITEMS EXIST IN WIFE'S SIMPLY SELF STORAGE UNIT AWARDED TO WIFE IN PARAGRAPH 6 (D) HE IS TO AN INSPECTION WITHIN TWENTY-ONE (21) DAYS. HE IS ENTITLED*

5. The Husband shall pay to the Wife the total sum of Sixty Eight Thousand Nine Hundred Dollars (\$68,900.00) in satisfaction of any and all claims she may have in and to the assets, property, or estate of the Husband, whether marital or non-marital, real, personal, or mixed, claims of dissipation, 508(b) attorney's fees and the current support arrearage of \$52,263.17 pursuant to the Court's 12/03/15 Agreed Order. The foregoing sum shall be paid as follows:

- A. The sum of Sixty Eight Thousand Nine Hundred Dollars (\$68,900.00) to be paid in monthly payments of Two Hundred Dollars (\$200.00) a month to be paid directly to Wife through direct deposit to Wife's checking account until paid in full.
- B. The Two Hundred Dollar (\$200.00) payments does not preclude Husband from paying the any additional amount or paying off the total \$68,900.00 through a lump sum payment.

Any sums remaining unpaid at the death of the Husband pursuant to this paragraph Five (5) shall be a claim against his estate in favor of the Wife.

6. The Wife shall retain sole ownership of the following property, free and clear of any and all claims thereto by the Husband:

- A. Fifth Third Checking Account titled in Wife's name only;
- B. U.S. Bank Savings Account titled in Wife's name only;
- C. Two (2) children's dirt bikes currently in the Husband's possession, said dirt bikes, including keys and title, shall be provided to Wife at her residence within twenty-one (21) days of this agreement; and
- D. Any and all items contained in Wife's storage unit titled in Wife's