



UNOFFICIAL COPY

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

1. That this Court has jurisdiction of the subject matter and the parties hereto.

2. Counter-Petitioner, DAVID AXELROD, M.D., is now, was at the time he filed his Counter-Petition herein and for more than 90 days immediately and continuously prior to the Court making its finds herein, has been domiciled in the State of Illinois.

3. That the parties hereto, MICHELE AXELROD and DAVID AXELROD, M.D., were lawfully joined in marriage on December 8, 1971, which marriage was registered in Cook County, Illinois.

4. That no children were born to or adopted by the parties as a result of this marriage and the Counter-Respondent herein is not pregnant.

5. That the grounds for this dissolution are mental cruelty and the Counter-Respondent is guilty of extreme and repeated mental cruelty toward the Counter-Petitioner, without cause or provocation by him.

6. That the Counter-Petitioner and Counter-Respondent have entered into a written Marital Separation Agreement dated February 24, 1984 settling, adjusting and determining the property rights of the parties, the question of maintenance, and all other rights and obligations arising out of the marriage. Said agreement has been presented to this Court for its examination and is in words and figures as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DA  
10/17

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

MARITAL SEPARATION AGREEMENT 8 5 2 7 1 6 2 9

THIS AGREEMENT, made and entered into this 27 day of February, 1984, by and between MICHELE AXELROD, hereinafter referred to as "Wife" and DAVID AXELROD, M.D., hereinafter referred to as "Husband", both parties being residents of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS,

A. The parties hereto were married on December 8, 1971, at Cook County, Illinois.

B. No children have been born or adopted and the Wife is not presently pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased cohabiting as husband and wife.

D. The wife has filed a Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois, known as Case No. 84 D 112 entitled, "In Re The Marriage Of Michele Axelrod, Petitioner and David Axelrod, Respondent", said cause is still pending.

E. Without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the said parties may have, the parties hereto consider it to be in their best

85271629

D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2013

5291629

UNOFFICIAL COPY

8 5 2 7 1 6 2 9

interests to settle between themselves the questions of maintenance for the parties, division of property, and related matters, the respective rights of property growing out of the marital relationship or any other relationship, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. The wife has employed and has had the benefit of counsel and has had new counsel review all agreements. The husband has employed and has had the benefit of counsel of DALE L. SMIRL, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other, both directly and through furnishings of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

MA.  
D.A.

85271629

NOW THEREFORE, in consideration of the foregoing premises, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

## 1. RESERVATION OF LITIGATION RIGHTS: 8 5 2 7 1 6 2 9

This Agreement is not one to obtain or stimulate a dissolution of marriage. The wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The husband reserves the right to prosecute any action for dissolution which he may deem necessary or proper and to defend any action which the wife has brought or may bring.

*MIT 2. D.A.* SETTLEMENT OF MARITAL AND PROPERTY RIGHTS: THIS IS AN EFFORT TO  
*SECURE ATTORNEY'S FEES TO OBTAIN MARITAL PROPERTY AS EQUAL AS POSSIBLE.*

(a) The parties covenant and agree that they are presently the joint owners of the improved real estate commonly known and described as a condominium Unit #913 at 400 East Randolph, Chicago, Illinois. The parties further agree that the wife shall have sole and exclusive possession of the marital home and that husband will quitclaim his interest to wife. That wife will hold husband harmless on mortgage, tax, liens or

*(L.H.)* *other encumbrances on the unit. to MICHELE ALEXANDER AS A FULL AND COMPLETE SETTLEMENT OF PROPERTY RIGHTS. MICHELE WIFE AGREES TO PAY SICK LEAVES FOR 52 MONTHS.*

(b) The wife further covenants and agrees that she will and does hereby assign, transfer, and set over to the husband as his sole and separate property, all and singular her right, title and interest in and to a certain thirty-seven (37) foot Ranger sailboat entitled MICHELE, free and clear of any and all liens or encumbrances, and that she will execute and deliver to him any documents or instruments properly endorsed necessary to convey legal title to him and that he will hold her free from any liens or encumbrances.

(c) The wife further covenants and agrees that she will

*(L.H.)* *(a) Counter petitioner warrants and guarantees that there are no liens against #913, 400 E. RANDOLPH filed against him and if liens exist then husband agrees to indemnify wife D.A.*

*WIFE 7/11/11 D.A.*

85271629

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/11/11

# UNOFFICIAL COPY

and does hereby assign, transfer and set over to the husband as his sole and separate property, all and singular, her right, title and interest in and to a certain 1978 Cadillac Seville and a Jeep automobile, free and clear of any and all liens or encumbrances, and that she will execute and deliver to him any documents or instruments properly endorsed necessary to convey legal title to him and that he will hold her free from any liens or encumbrances. MAA  
D.A.

(d) The husband further covenants and agrees that he will and does hereby assign, transfer and set over to the wife as her sole and separate property, all and singular, his right, title and interest in and to a certain 1983 Audi automobile, free and clear of any and all liens or encumbrances, and that he will execute and deliver to her any documents or instruments properly endorsed necessary to convey legal title to her and that she will hold him free from any liens or encumbrances. MAA D.A.

(e) Each party will retain their own bank checking accounts, savings accounts, stocks, bonds, certificates of deposit, clothes, furs, jewelry and all other property.

(f) That wife will assign all the interest that she owns as the beneficiary of Trust No. 33171 with Exchange National Bank as Trustee will the Trust property as a condominium unit at One East Scott, Chicago, Illinois, to husband and husband will hold wife harmless from any mortgage, tax, or other encumbrances. 85271623

(g) That wife will assign all the interest that she owns in a Limited Partnership Agreement holding property in the form D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011 10:00 AM

UNOFFICIAL COPY  
of a garage at 360 Dewitt Street, Chicago, Illinois, to  
husband and husband will hold wife harmless from any mortgage,  
tax, or other encumbrances.

(h) That wife will assign all the interest that she  
owns in a Limited Partnership Agreement holding property in  
the form of a condominium unit at Wilshire Green Condominiums  
to husband and husband will hold wife harmless from any  
mortgage, tax or other encumbrances.

(i) Wife waives any interest in the Employee's money  
Purchase Pension Plan, No. 1, dated August 30, 1977 and the  
Employee's Money Purchase Pension Plan, No. 2, dated September  
7, 1983, and grants that husband has exclusive interest and  
ownership of said pension plans. AND KEOUGH PLAN (BABSON)

(j) The parties covenant and agree that the husband and  
wife have divided all the household furniture and furnishings  
identified in the preceding paragraph which they shall retain  
free of any interest or claim thereto on the part of the  
other (list attached as Exhibits "A" and "B").

(k) Each party agrees with the other party that he or  
she will not at any time hereafter contract any debt or  
liability whatsoever with third parties for which the other  
or his or her legal heirs, representatives and assigns, or his  
or her property or estate shall become liable. Each party  
agrees with the other party at all times to keep the other  
party, his or her heirs, personal representatives and assigns,  
free, harmless, and indemnified of and from any claims, debts,  
charges or liabilities contracted after the date of the parties'  
separation. Each party agrees to be liable for their own debts.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

## 3. MAINTENANCE:

0085271629

(a) The parties consider husband and wife capable of being self-supporting without any assistance from the other. Accordingly, the husband and wife do hereby waive any claim or right to maintenance, alimony or support of any kind for one from the other party, past, present, and in the future. In making this waiver, they acknowledge that upon the incorporation of this Agreement into a judgment for dissolution of the parties' marriage that this waiver shall become irrevocable and that they shall never in the future be able to come into any Court of competent jurisdiction and seek support for themselves from the other party.

## 4. EXECUTION CLAUSE:

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the title and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all instruments and documents which may be necessary or proper to carry out the purposes of this Agreement and 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 hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is expressly declared to, constitute a full and effective 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.

85271629

D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000



# UNOFFICIAL COPY

5. GENERAL PROVISIONS:

8 5 2 7 1 6 2 9

(a) The husband and the wife each covenants and agrees that he or she does hereby waive, remise, and relinquish any and all claim of right, title, and interest which either now has, or might hereafter assert, in and to the property of the other, real, personal, or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by alimony, support, and maintenance (whether past, present, or future), homestead, inheritance, and succession.

MA D.A.

(b) Except as herein otherwise provided, each of the parties hereto 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 does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall be operated as a relinquishment of all right 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 had never been married; and each of the parties hereto respectively reserved the right to dispose, by testament or otherwise, of his or her respective property in any way that he

85271629

(11)

D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/01

# UNOFFICIAL COPY

or she may see fit, without any restriction or limitation whatsoever other than as herein provided; 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 of the rights of either party under this Agreement.

(c) To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive, and forever quit-claim and grant to the other, his or her heirs, personal representatives, and assigns, all rights of inheritance, descent, distribution, community interest, and all other right, title, claim, interest, and estate as husband and wife, widow or widower, or otherwise by reason of the marital relationship heretofore existing between the parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent; and each party further covenants and agrees for himself or herself, his or her heirs, personal representatatives, and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified

85271629



D.A.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025/01/15

# UNOFFICIAL COPY

8 0 8 5 2 7 1 6 2 9

in and relinquished under this paragraph, and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted to either party hereto, and agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees, or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably necessary or reasonably requested to effect or evidence such release, waiver, relinquishment, or extinguishment 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 provisions of this Agreement, or the rights of either party under this Agreement.

(d) This instrument contains the whole and entire Agreement made by and between the parties hereto, has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair and equitable with respect to each of them.

(e) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, shall be a charge against the estate of the person indebted.

D.A.

85271629

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3100-12-1000

22

Documents in records the following list...

# UNOFFICIAL COPY

DIVISION OF PROPERTY 7 | 6.29

DAVID

MICHELE

## LIVING ROOM/DINING ROOM

Entry light

Hanging light

bar stools

book case

wine rack

gold standing mirror

telescope

large t.v.

trapeze artwork

lamp (standing)

magazine rack

umbrella stand

(2) sofas

mirrored tables

white tables

mirrored credenza

(art) mirrored sail boats

(art) blue sail boat

knickknacks in living room

chandelier

white lamp

## KITCHEN

wok

electric broiler

broil & grill

slow cooker

food dryer

deep fryer

popcorn popper

air purifier

Waring blender

antique trophy case

electric wok

wine glasses in box

crystal salt & pepper shakers

cannister

wicker basket

toaster

can opener

coffee maker

vaccum

650128 271099

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

85291629



0085271629

MICHELE

DEN

sewing machine  
blue chair & ottoman  
tape deck  
atari game & cassettes

THE COURT HAS DECIDED that this  
property is vested by the Statute  
BY ADJUDGE AND DECREE

existing between the  
and the Counter-Respondent,  
has been dissolved and the  
parties are and each of  
thereof.

The Counter-Respondent are  
in no way liable for any  
debt, liability, past, present or  
contingent in the Separation

agreement between the parties  
and the provisions of its  
provisions be and shall be  
approved, confirmed and  
shall have the same full force  
and effect as if set forth  
in this paragraph set forth  
in the Court. The said  
agreement is hereby incorporated

Property of Cook County Clerk's Office

BEDROOM

bedroom furniture  
large ironing board  
knickknacks

*D. A. Hyde*  
*(M.A.)*

**ENTERED**  
CLERK OF THE CIRCUIT COURT  
MORGAN M. FINLEY  
FEB 24 1984  
JUDGE LOUIS J. HYDE  
DEPUTY CLERK

85271629

85271629

*D. A. Hyde*

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

8-271629

# UNOFFICIAL COPY

0 0 8 5 2 7 1 6 2 9

85271629

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

## CERTIFICATION

I, DALE L. SMIRL, do hereby certify that the property herein referred to, Unit

913, 400 East Randolph, Chicago, Illinois, legally described as follows:

Unit No. 913 as delineated on Survey of certain lots in the Plat of Lake Front Plaza, a subdivision of a parcel of land lying in accretion to fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded April 30, 1962, as Document No. 18461961, conveyed by Deed from Illinois Central Railroad Company to American National Bank and Trust Company of Chicago, as Trustee, under Trust No. 17460, recorded May 7, 1962, as Document No. 18467558, and also Supplemental Deed thereto recorded December 23, 1964, as Document No. 19341545, which survey is attached as Exhibit "A" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated April 9, 1962, and known as Trust No. 17460, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 22453315, together with an undivided 1/900 % interest in the property described in said Declaration of Condominium aforesaid (excepting the units defined and set forth in the Declaration of Condominium and Survey);

17-10-400-012-1059 J.S.

is subject to this Judgment.

*[Handwritten signature of Dale L. Smirl]*  
DALE L. SMIRL  
85271629  
MAIL  
24

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS 6 DAY  
OF NOVEMBER, 1985.

*[Handwritten signature: Lucita Portatatin]*  
NOTARY PUBLIC

MAIL TO:  
DALE SMIRL  
SUITE 2120  
ONE N. LA SALLE  
CHICAGO, ILL.  
60602

85-271629

DEPT-01 RECORDING  
#1282 # D \* 85-271629  
#4444 TRN 0114 11/06/85 15:53:00  
\$24.50

# UNOFFICIAL COPY

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Court by virtue of the power and authority vested by the Statute in such case made and provided DOES HEREBY ADJUDGE AND DECREE AS FOLLOWS:

1. That the bonds of matrimony existing between the Counter-Petitioner, DAVID AXELROD, M.D., and the Counter-Respondent, MICHELE AXELROD, be and the same are hereby dissolved and the same are dissolved accordingly and the parties are and each of them is hereby freed from the obligation thereof.

2. That Counter-Petitioner and Counter-Respondent are barred from any and all rights of maintenance, past, present or future, with their respective waivers contained in the Separation Agreement incorporated herein.

3. That the Separation Agreement between the parties dated February 4, 1984, 1984, and all of its provisions be and they are hereby expressly ratified, approved, confirmed and adopted as the orders of this Court with the same full force and effect as if said provisions were in this paragraph set forth in such case made and provided DOES HEREBY ADJUDGE AND DECREE forth verbatim as the judgment of this Court. The said agreement and all of its provisions are hereby incorporated in this Judgment.

ENTER:

\_\_\_\_\_  
J U D G E

DATE: \_\_\_\_\_

**ENTERED**  
CLERK OF THE CIRCUIT COURT  
MORGAN M. FINLEY  
FEB 24 1984  
LOUIS J. HYDE  
DEPUTY CLERK

DALE L. SMIRL (#49374)  
Attorney For Counter-Petitioner  
One North LaSalle Street - Suite 2120  
Chicago, Illinois 60602

85271629

85271629