

UNOFFICIAL COPY

8 6 4 1 0 4 6 (10-84) CCDCH-6

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

LOUIS J. HYDE, 86410468

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on March 4th
in the year of our Lord, one thousand nine hundred and 86 and of the Independence
of the United States of America, the two hundredth and ten&0..

PRESENT: - The Honorable LOUIS J. HYDE
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Property of Cook County Clerk's Office

86410468

UNOFFICIAL COPY

8 6 4 1 0 4 6 J

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

IN RE THE MARRIAGE OF)
)
ANNIE R. PAIGE,)
)
Petitioner,)
)
and) No. 84 D 8488
)
ROBERT L. PAIGE,)
)
Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause having been duly assigned for hearing as an uncontested matter upon the stipulation of the parties that all matters relating to the marriage and marital property rights have been settled, adjudicated and compromised voluntarily and freely after a full disclosure to each other and the cause having come on for hearing upon the Petition for Dissolution of Marriage of Petitioner and the response thereto of the Respondent, Petitioner appearing in open court in person and by THEODORE R. SHERWIN, her attorney, of the law firm of SHERWIN & SHERWIN, Respondent appearing by his attorney PHILLIP J. ROTCHE, and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, and the Court having considered all of the evidence and now being fully advised in the premises FINDS:

86410468

A. It has jurisdiction of the parties hereto and the subject matter hereof.

B. Both parties were domiciled in the State of Illinois at the time of the filing of the Petition for Dissolution of Marriage and have maintained their domicile and residence in the State of Illinois for ninety days next preceding the making of these findings.

C. The parties were married December 31, 1975 in Cook County, Illinois, and the Certificate of Marriage was registered in the Office of the Clerk of Cook County, Chicago, Illinois.

D. No children were born of the marriage. No children were adopted by the parties and Petitioner is not now pregnant.

E. Without cause or provocation on the part of Petitioner, Respondent has been guilty of extreme and repeated mental cruelty.

F. Petitioner has proved material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence and a Judgment for Dissolution of Marriage should be entered herein.

G. The parties have entered into a Marital Settlement Agreement, dated February 11, 1986, consisting of eight pages and an Amendment and Supplement of two pages, which is also dated February 11, 1986, concerning questions of maintenance, respective rights of property growing out of the marital relationship, or any other relationship, and the 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

86410468

UNOFFICIAL COPY

8 6 4 1 0 4 0 3

of marital or non-marital property and other matters which Agreement has been offered and received in evidence and presented to the Court for its consideration.

H. Said Marital Settlement Agreement was entered freely and voluntarily between the parties and is not unconscionable and ought to receive the approval of this Court and said Agreement is set forth verbatim herein and it is in words and figures as follows:

Property of Cook County Clerk's Office

86410468

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into at Chicago, Illinois on February // ,1986 by and between ANNIE R. PAIGE, hereinafter referred to as "Wife" and ROBERT L. PAIGE, hereinafter referred to as "Husband."

WITNESSETH

WHEREAS,

A. The parties are now Husband and Wife, having married December 31, 1975 in Cook County, Illinois.

B. No children were born of the marriage or adopted by the parties and the Wife is not now pregnant.

C. That 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, Case No. 84 D 8488 entitled "In re the Marriage of ANNIE R. PAIGE, Petitioner, and ROBERT L. PAIGE, Respondent." Said cause is still pending.

E. That 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 which either of the said parties may have, the parties hereto consider it to be in their best interests

86410468

to settle between themselves the questions of maintenance for the parties, 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 and the question of attorneys' fees and court costs.

F. That the Wife has employed and has had the benefit of counsel of THEODORE K. SHERWIN of the law firm of SHERWIN & SHERWIN, as her attorney. That the Husband has employed and has had the benefit of counsel of Phillip J. Rotche of the law firm of Western Suburban Law Center, Ltd. as his attorney. Each party has 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 furnishing 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.

NOW, THEREFORE, in consideration of the foregoing 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

UNOFFICIAL COPY

8 6 4 1 0 4 6 8

which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. RESERVATION OF LITIGATION RIGHTS

This agreement is not one to obtain or stimulate a dissolution of marriage. Each party reserves the right to prosecute any action for dissolution and to defend any action which the other party has brought or may bring.

2. MAINTENANCE WAIVERS

(a) The Wife covenants and agrees that she will, and does hereby, waive, remise, and relinquish any and all claim of right, title and interest which she now has, or might hereafter assert, in and to the property of the Husband, 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.

(b) The Husband covenants and agrees that he will and does hereby, waive, remise, and relinquish any and all claim of right, title and interest which he now has, or might hereafter assert, in and to the property of the Wife, 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),

H6410468

UNOFFICIAL COPY

8 6 4 1 0 4 0 0

homestead, inheritance, and succession.

3. SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

The parties acknowledge they were previously the owners as joint tenants of the marital residence. They further acknowledge that pursuant to their agreement they have sold and made a division of the proceeds of the marital residence which division is to their mutual satisfaction.

4. The parties also acknowledge that they have made a division of the household furniture and furnishings to their mutual satisfaction and each party has received the portion of the household furniture and furnishings which they are entitled to receive.

5. The parties shall make an equal division of all of the following stocks, bonds and securities presently in the name of the Husband which stocks, bonds and securities are:

- Sold* ✓ a) United Income Fund (2084 shares)
- 1/2* b) United New Concept (185 shares)
- 1/2* c) Welesly Leasing Limited (20 units)
- Sold* d) Santa Fe Stock (24 shares)
- Sold* e) Ford Motor Co. Stock (31 shares)

In the event, since the parties have entered into negotiations for the division of the foregoing stocks, bonds and securities, there have been any stock dividends or stock splits, such stock dividends or stock splits shall also be divided equally.

6. Each party is to retain as their sole and separate property free and clear from the claim of the other party their IRA accounts and any pension or employee benefits resulting from their employment.

7. Husband is to retain as his sole and separate property a certain automobile now owned and operated by him and commonly described as a 1984 blue Grand Marquis. The Wife shall retain as her sole and separate property a Chevrolet automobile. In the event either party has acquired a different automobile since their separation, they shall retain as their sole and separate property any such automobile.

8. The Husband has received and retained the 1983 Federal and State income tax refunds totaling \$3,077. The Wife has received and retained the 1984 Federal and State income tax refunds totaling \$1,046.

Each party was entitled to one-half of such refunds. To adjust the difference between the amount received by the Husband and the amount received by the Wife, the Husband shall pay to the Wife the sum of \$1,015.

a) Each party warrants that he or she has not incurred any debts or liabilities with third parties for which the other party would be liable, except for those in the ordinary course of living, which shall be paid by the party who incurred each such debt or liability. Each party agrees with the other party that he or she will not at any time hereafter contract any debt or liability. Each party agrees with the other party that he or she will not at any time hereafter contract any debt or liability what-

86410468

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-01

soever 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 hereafter contracted by either party with third parties.

b) Except as otherwise provided in this agreement, each of the parties hereto covenants and agrees that each party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this agreement, including in said property, but not limited by, all businesses, all choses in action, interests as trustees and beneficiaries of trusts, bank balances, pension and profit sharing plans, bonds, stock, securities and real estate.

9. ATTORNEY'S FEES

Each party shall pay and be liable for the attorney's fees for all attorneys employed by them in the pending proceeding. Each party shall bear their own costs and expenses of said proceeding.

10. GENERAL PROVISIONS

a) 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 titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to

UNOFFICIAL COPY

8 6 4 1 0 4 6 3

execute and acknowledge any and all 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 hereby 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.

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 operate 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 hereto had never been married; and each of the parties hereto respectively reserves

the right to dispose, by testament or otherwise, of his or her respective property in any way that he 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) This instrument contains whole and entire the 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.

d) 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.

e) This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Annice R. Paige (SEAL)
Robert L. Paige (SEAL)

86410468

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2018 11 15

AMENDMENT AND SUPPLEMENT TO THE
PROPERTY SETTLEMENT AGREEMENT
BETWEEN ANNIE R. PAIGE (WIFE) AND ROBERT L. PAGE (HUSBAND)

1. Since the parties have heretofore entered into a Marital Settlement respecting the stocks and securities set forth in paragraph 5 of page 4 of said Marital Settlement Agreement, certain transactions have occurred at the instance of Robert L. Paige, which requires this Amendment and Supplement to the Marital Settlement Agreement. The Husband has sold and redeemed certain of the securities as follows:

a. On 12/17/84, he redeemed 24 shares of Santa Fe Southern Pacific stock, which amount was listed in paragraph 5 of the Marital Settlement Agreement and received sum of \$552.73 net after commissions and other charges.

b. On 12/17/84, he also redeemed 31 shares of Ford Motor Company stock, which shares are set forth in paragraph 5 of the Marital Settlement Agreement. He received his net proceeds of the sale in the sum of \$1,324.58 after the payment of commissions and other charges.

c. On 2/14/85 Robert L. Paige redeemed 360.840 of the shares of United Income Fund for which he received the sum of \$5,170.84.

d. 3/11/85 he redeemed 1,739.160 shares of United Income Fund for which he received \$22,974.30. By virtue of capital gains and income dividends on United Income Fund, after the foregoing sales, there is a share balance in the name of Robert L. Paige, in United Income Fund of 102.809 shares.

2. By virtue of the foregoing sales of Ford Motor Company stock and Santa Fe Southern Pacific stock, Robert L. Paige received the sum of \$1,879.31. By virtue of the redemption of United Income Fund stock Robert L. Paige received the sum of \$28,145.14, or a total of \$30,024.45. Annie R. Paige is entitled to received from Robert L. Paige one-half ($\frac{1}{2}$) of the proceeds of said sale and redemption, or the sum of \$15,022.22, which sum shall be paid to her at the time of the entry of the Judgment for Dissolution of Marriage in the pending proceeding.

3. The remaining 102.809 shares of United Income Fund shall be divided equally. The 20 units of Welesey Leasing Ltd. shall also be divided equally.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025.11.10

UNOFFICIAL COPY

8 6 4 1 0 4 6 5

Each of the parties shall execute any and all documents, powers of attorney and other writings and instruments necessary to cause an equal division of the shares of Welesey Leasing, Ltd. and United Income Fund above referred to.

4. Except for the foregoing, all the other terms and provisions of the Marital Settlement Agreement between the parties shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 11 day of February, 1986.


ANNIE R. PAIGE


ROBERT L. PAIGE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 6 4 1 0 4 6 6

NOW, THEREFORE, in accordance with all of the foregoing, it is hereby ordered, adjudged and decreed, and this Court by virtue of the power and the power there invested and the statute in such case made and provided does order, adjudge and decree as follows:

1. The parties are awarded a Judgment of Dissolution of, Marriage and the bonds of matrimony existing between Petitioner, ANNIE R. PAIGE, and the Respondent, ROBERT L. PAIGE, are hereby dissolved.

2. The Marital Settlement Agreement between Petitioner, ANNIE R. PAIGE, and Respondent, ROBERT L. PAIGE, dated February 11, 1986, including the Amendment and Supplement to said Agreement which is included and part of the Marital Settlement Agreement, all as above set forth in full, is made a part of this Judgment of Dissolution of Marriage and all of the provisions of the 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 the provisions were in this paragraph set forth verbatim as a Judgment of this Court, and each of the parties shall perform all of the terms and provisions of the Agreement.

3. Respondent, ROBERT L. PAIGE, shall at the time of the entry of this Judgment of Dissolution of Marriage pay by cash, cashier's check or certified check to ANNIE R. PAIGE the following:

86410468

UNOFFICIAL COPY

8 6 4 1 0 4 6 3

a) The sum of \$15,022.22, representing one-half of the net proceeds of the sale by ROBERT L. PAIGE of thirty-one shares of Ford Motor Company stock for which he received \$1,324.58; twenty-one shares of Santa Fe Southern Pacific stock for which he received \$552.73. The redemption by ROBERT L. PAIGE of 160.840 shares of United Income Fund for which he received \$5,170.84 and the redemption by ROBERT L. PAIGE for an additional 1,739.160 shares of United Income Fund for which he received \$22,974.30.

b) ROBERT L. PAIGE shall also pay to ANNIE R. PAIGE, as provided by the Marital Settlement Agreement, the sum of \$1,015.00, representing the difference between the amount of the tax refund received by ROBERT L. PAIGE on the parties' 1983 Federal and State income tax returns and the amount ANNIE R. PAIGE received on the parties' 1984 Federal and State income tax refunds.

c) As provided by the Marital Settlement Agreement, the parties shall make an equal division of the following stocks and securities:

- i) 102.809 shares of United Income Fund;
- ii) Twenty units of Welesley Leasing Limited and 185 shares of United New Concept.

4. Each of the parties will, promptly upon demand by the other party, execute and deliver to the other party any

UNOFFICIAL COPY

8 6 4 1 0 4 0 5

and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

5. Any right, claims, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties, except as expressly set forth in the above Agreement, is forever barred and terminated.

6. 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 and dated February 11, 1986, as set forth above.

Dated: February , 1986

ENTER:

JUDGE

ENTERED FEB 12 1986
FEB 12 1986

Approved:

THEODORE R. SHERWIN, Attorney
for Petitioner

PHILLIP J. ROTCHE, Attorney
for Respondent

SHERWIN & SHERWIN #90755
7 So. Dearborn St., Suite 1610
Chicago, IL 60603
Phone: 236-2010

86410468

86410468

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 6 4 1 0 4 6 6

Property of Cook County Clerk's Office

86410466

STATE OF ILLINOIS.
COUNTY OF COOK ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

in a certain cause lately pending in said Court, between
Annie K. Paige plaintiff/petitioner
and Robert L. Paige defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 11th
September 1986
day of

Morgan M. Finley Clerk

UNOFFICIAL COPY

-86-410468



09/20/85

MAIL TO:

SHERWIN T. SHERWIN
7 So. Dearborn Street
Suite 1610
Chicago, Ill. 60603

Property of Cook County Clerk's Office

DEPT-91 RECORDING
\$27.60
184944 TRAN 0228 09/12/85 10:47:00
#123 # D * - 10448
COOK COUNTY RECORDER