

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

IN RE THE MARRIAGE OF:)
 ELLEN BENODIN,)
)
) Petitioner,)
) No. 87 D 14252
) and)
))
 LESLY BENODIN,)
))
) Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING to be heard upon the duly verified
 Petition for Dissolution of Marriage of the Petitioner, ELLEN
 BENODIN, and the Appearance of Respondent, LESLY BENODIN; the
 Petitioner being present in open Court and being represented
 by her counsel, KANTER & MATTENSON, LTD.; and Respondent
 being represented in open Court by his counsel, EDWARD
 MORRIS; and this cause coming on for hearing pursuant to a
 Stipulation between the parties;

And the Court having heard the testimony of the
 Petitioner and Respondent taken in open Court, and now being
 fully advised in the premises, DOES FIND THAT:

1. This Court has jurisdiction of the parties hereto
 and of the subject matter hereof.

2. The Petitioner maintained a residency in the State
 of Illinois upon the Petition for Dissolution of Marriage

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being commenced and has been a resident of the State of Illinois for a period in excess of 90 days next preceding the making of these findings.

3. The parties hereto were lawfully married on March 15, 1968, said marriage was registered in Chicago, Cook County, Illinois.

4. Two children were born to the parties as a result of this marriage, namely: LESLY BENODIN, born December 22, 1969; and DANIELLE BENODIN, born July 19, 1973. No other children were born to the parties, no children were adopted by the parties, and Petitioner is not now pregnant.

5. Without cause or provocation by the Petitioner, Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

6. The Petitioner has proven the material allegations of her Petition by substantial, competent and relevant evidence; Respondent has offered no defense to the ground set forth in Petitioner's Petition for Dissolution of Marriage; and a Judgment of Dissolution of Marriage should be entered herein.

7. The parties hereto have entered into a Marital Settlement Agreement dated October 13, 1987 concerning the questions of custody of the minor children, maintenance and child support, and 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 a division of all marital and non-marital property, and other matters, which

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Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in the words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 1987, by and between ELLEN BENODIN, of Cook County, State of Illinois, hereinafter referred to as "Wife," and LESLY BENODIN, of Cook County, State of Illinois, hereinafter referred to as "Husband."

RECITALS

A. The parties hereto were lawfully married on March 15, 1968, and said marriage was registered in Chicago, Cook County, Illinois.

B. Two children were born to the parties as a result of this marriage, namely, LESLY BENODIN, born December 22, 1969; and DANIELLE BENODIN, born July 19, 1973. No other children were born to the parties, no children were adopted by the parties, and the Petitioner is not now pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased co-habiting as Husband and Wife.

D. The Wife has filed against the Husband an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, County Department - Domestic Relations Division under Docket No. 87 D 14252. The cause is entitled "In Re the Marriage of: ELLEN BENODIN, Petitioner, and LESLY BENODIN, Respondent." Said cause is still pending and undetermined.

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E. Without any collusion as to the dissolution proceedings between the parties, but without prejudice to any right of action for dissolution which either of the parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance for the parties, custody of the minor children, child support 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 of KANTER & MATTENSON, LTD. as her attorney. The Husband ^{been} and has had the benefit of counsel of EDWARD MORRIS, as his attorney. ~~with the knowledge that he has been advised to employ counsel, but has chosen not to do so.~~ Each party has had the opportunity to obtain advice, investigate, and to seek recommendations with reference to the subject matter of this Agreement. Each of the parties represents that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and through the furnishing of complete financial data, and of his or her respective rights in the premises, and that based upon these

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representations each is conversant with all the property and income possessed by the other and value thereof, and that each has been fully informed of his or her respective rights in the premises.

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 consideration by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

RIGHT OF ACTION

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 has been or may be commenced by the Wife.

ARTICLE II

CHILD CUSTODY AND VISITATION

1. The Wife shall have the sole care, custody, control and education of the minor children of the parties, namely:

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LESLY BENODIN, JR. and DANIELLE BENODIN; and the Husband shall have reasonable and liberal visitation rights with said children.

2. The parties agree that they will communicate directly between themselves regarding visitation or other matters relating to the welfare of the children, and that such communication will not be made via the children.

3. Both Husband and Wife shall use their best efforts to foster the respect, love and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the children that will give each child a maximum feeling of security, and each parent shall accommodate the social and school commitments of each child.

4. Husband and Wife agree that they shall set aside any issues and feelings of mutual antipathy and marital discord toward each other for the sake of cooperating in the rearing of the children, even though the children's home and custody shall be with the Wife.

ARTICLE III

CHILD SUPPORT

1. Husband shall pay directly to Wife, and not through the Clerk of the Circuit Court, twenty (20%) percent of his net income pursuant to Section 505 of the Illinois Marriage and Dissolution of Marriage Act, for the support of DANIELLE, until emancipation of DANIELLE. At present, Husband's net

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income is Thirty-One Thousand Seven Hundred Forty-Two and 28/100 (\$31,742.28) Dollars, and accordingly, he shall pay Five Hundred Twenty-Nine (\$529.00) Dollars per month to Wife on the first day of each month commencing November 1, 1987 as and for this support.

2. Husband and Wife covenant and agree that, commencing and including the tax year 1987, Wife shall be allowed to claim DANIELLE as her dependent for tax purposes, and Husband shall be allowed to claim LESLY, JR. as his dependent for tax purposes.

3. For the purposes of this Article III, any amounts contributed toward DANIELLE's college education by the Husband pursuant to Article VII, Paragraph 1, after July 19, 1991, shall be applied toward Husband's obligations incurred after that date under this Article III.

ARTICLE IV

MEDICAL, DENTAL AND RELATED EXPENSES OF THE MINOR CHILDREN

1. Husband and Wife covenant and agree that as long as the Wife remains eligible through her employment at no cost to her to include LESLY, JR. and DANIELLE, or either of them, on her health maintenance plan coverage, she will continue to do so. Husband and Wife further covenant and agree that Husband, as Chief Executor Officer, Director and employee of LESLY MOTORS, INC. and Carib Land Company, Inc., the latter referred to in Article IX of this Agreement, below, shall

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continue to maintain the LESLY MOTORS, INC. "Employee Medical Expense Reimbursement Plan," effective January 1, 1982, or its equivalent in benefits, so that certain medical expenses of LESLY, JR. and DANIELLE which may be unreimbursed or not covered under Wife's health maintenance plan may continue to be paid for and/or reimbursed by or through Husband's "Employee Medical Expense Reimbursement Plan."

2. To the extent that neither the Wife's plan nor the Husband's plan covers any medical, dental, hospital, vision care and nursing costs and/or expenses or in the event that medical expense coverage is cancelled or lapses for any reason, the Husband and Wife covenant and agree that they shall be jointly responsible and share as provided below in the payment and defraying of these ordinary and extraordinary medical, dental, hospital, vision care and nursing costs and expenses (hereinafter collectively referred to as "medical expenses") incurred on behalf of the children of the parties hereto until attainment by the children concerned of the age of majority, or, if the children attend college, until the completion of their college education, whichever shall occur last in point of time, but in no case beyond age 22; and that Husband and Wife will save, indemnify and hold harmless the other, of and to the extent that they shall hereafter be called upon, and shall pay and defray the whole or part of such expense. Both Husband and Wife hereby covenant and agree that they will give the other advance notice in the event of the necessity of incurring extraordinary charges of

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this nature except in the case of emergency, and that the Husband or Wife, except in cases of emergency, and at his or her own expense, may always obtain a second opinion as to the medical or dental needs of the children in question. The term "extraordinary" as used in this paragraph shall include, not by way of limitation, but by way of illustration, psychiatric treatment, orthodontia, major dental work such as braces, operations and severe illness, requiring hospitalization or extended medical care.

ARTICLE V

LIFE INSURANCE COVERAGE

1. At present, Husband and Wife acknowledge that they have the following term life insurance in force and effect:
 - a. Wife - Bankers Life & Casualty Company (Bankers Life) Insurance Policy No. 508970, face value in the amount One Hundred Thousand (\$100,000.00) Dollars, and presently not assigned or pledged to any third party;
 - b. Wife - Bankers Life Insurance Policy No. 508908, face value in the amount Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars, and presently not assigned or pledged to any third party;
 - c. Husband - Bankers Life Insurance Policy No. 508969, face value in the amount of Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars, and presently not assigned or pledged to any third party;
 - d. Husband - Bankers Life Insurance Policy No. 508906, face value in the amount of Four Hundred Thousand (\$400,000.00) Dollars, and presently not assigned or pledged to any third party.

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Husband and Wife further acknowledge that each is required to maintain sufficient life insurance coverage under the terms of agreements for two (2) loans to their businesses which they each have personally guaranteed, one (1) from the United States Small Business Administration (SBA) in the amount of Two Hundred Twenty-Five Thousand (\$225,000.00) Dollars signed October 28, 1980, and one (1) from the SBA and Lakeside Bank (Lakeside) in the amount of Two Hundred Seventy-Four Thousand (\$274,000.00) Dollars signed on or about February 5, 1980 (both loans collectively referred to as the SBA loans), to retire their indebtedness under the SBA loans in the event of the death of either or both Husband and Wife.

2. For the past several years, Husband's corporation, LESLY MOTORS, INC. advanced payment of the above policies for the parties, Husband and Wife each receiving a Form 1099 at the end of the year for any such premiums paid or advanced on their behalf.

3. Husband, individually and as an officer and director of LESLY MOTORS, INC., promises and agrees that LESLY MOTORS, INC. shall continue to advance payment of premiums on the above policies on behalf of Husband and Wife until the two (2) SBA loans are completely and entirely paid off, including any and all interest and penalties thereon. As in the past, each party shall continue to receive a Form 1099 at the end of the year for the premiums advanced or paid by LESLY MOTORS, INC.

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4. After Wife's obligation to Lakeside Bank and the SBA to maintain the above insurance coverage ceases, Wife shall be allowed to retain her policies to do with as she pleases, and LESLY MOTORS, INC. shall not be liable for payment of any further premiums thereon.

5. Husband and Wife further covenant and agree that each of them shall individually carry over and above the amount required by the SBA loans life insurance in the amount of at least One Hundred Thousand (\$100,000.00) Dollars for the benefit of LESLY, JR. and DANIELLE at all times in full force and effect so long as either of their children is a minor or still in college.

6. Husband further covenants and agrees that he shall maintain and carry over and above the amount required by the SBA and Lakeside Bank pursuant to his Loan Agreements with them, and the additional One Hundred Thousand (\$100,000.00) Dollars required above for the benefit of the children, life insurance in an amount sufficient to secure his obligations to the Wife pursuant to this Marital Settlement Agreement, with Wife as the beneficiary of said proceeds to the extent of her interest therein or of Husband's remaining obligations to her.

7. The parties further covenant and agree that, as is required under this Marital Settlement Agreement, they shall each pay the premium rate on such insurance as is required as the same shall fall due and owing if he or she is so

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obligated and do any and all other acts and things necessary and expedient to that end. The Husband's insurance policy or policies shall provide for thirty (30) days written notice to Wife, as trustee or beneficiary, in advance of cancellation or lapse of coverage. Further, the parties shall execute the usual and necessary documents to designate the minor children as beneficiaries of the required insurance. Each party shall furnish to the other proof of the existence of the above policies and proof of payment within ten (10) days of each payment in maintaining said policies.

ARTICLE VI

EMANCIPATION EVENT

With respect to a minor child, an emancipation event shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Wife's and Husband's obligations for the child, as detailed within this Agreement, shall terminate:

- a. On January 1 of the year following the child's eighteenth (18th) birthday.
- b. The child's marriage.
- c. The child having a permanent residency away from the permanent residence of the Wife. A residence at boarding school, camp or college is not deemed to be a residence away from the permanent residence of the Wife.

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- d. The child's death.
- e. Entry into the Armed Forces of the United States, but the emancipation event shall be terminated and nullified upon discharge from any such Armed Forces and thereafter as if such emancipation event by reason of that entry had not occurred.

ARTICLE VII

EDUCATION OF THE CHILDREN

1. The Husband and Wife covenant and agree that they will each contribute to the college education of the children, Husband contributing two-third (2/3) and the Wife contributing one-third (1/3) of the cost and expense of this education, including college tuition, fees, reasonable living expenses and books as these expenses are incurred or become due. Each party's contribution to this education of each child shall be conditioned upon the following:

- a. The child must be enrolled as a full-time undergraduate in good standing in an accredited degree program, but such enrollment shall not extend past the child reaching twenty-two (22) years of age;
- b. The child, with the cooperation of each parent, must submit completed financial aid forms in a timely manner to the college or university financial aid office where the child attends so that the school may assess the child's eligibility

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- for financial aid in the form of scholarships, grants, and/or loans;
- c. The child must timely apply for and accept any financial aid he or she may qualify for;
 - d. The child must use his or her own assets where possible to defray the costs of his or her own education, whether a minor or not.

In addition, the obligation of the parties is also conditioned upon the individual child's desire and aptitude for a college education.

2. DANIELLE's high school tuition for the 1987-88 school year is Two Thousand Eight Hundred Seventy-Five (\$2,875.00) Dollars per year and shall be paid by the Wife from the child support paid to her by the Husband, and accordingly, no additional contribution from Husband for the 1987-88 high school tuition shall be required.

ARTICLE VIII

MAINTENANCE

Both Husband and Wife waive and relinquish any right to receive, either now or in the future, maintenance under the laws of Illinois or any other jurisdiction.

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ARTICLE IX

SETTLEMENT OF PROPERTY

1. Marital Property

- a. The parties are presently the joint owners of the improved real estate commonly known and described as and located at 5478 South Greenwood, Chicago, Cook County, Illinois, which is the marital home of the parties. Husband covenants and agrees that upon the effective date of this Agreement, the Wife shall be entitled to exclusive possession of the marital residence and Husband shall move out of the residence on or before said date. Additionally, upon the effective date of this Agreement, Husband execute any and all documents, quit claim deeds, assignments of insurance, assignments of reserve and the like necessary to transfer, assign, convey and release all of his right, title and interest in and to the above residence to Wife or her nominee.
- b. Husband further covenants and agrees that upon the effective date of this Agreement, he shall sign over, transfer, assign and set over to Wife all of the articles of household furniture, furnishings and fixtures presently situated in and upon the premises aforesaid to be and remain the Wife's sole and separate property.

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c. Husband further covenants and agrees that prior to his moving out of the marital residence, he shall repair any and all plaster damage presently existing in the residence, at his expense. In the event Husband fails to repair any and all plaster damage presently existing in the residence, at his expense, prior to moving out of the marital residence, Wife shall be allowed to make any and all such repairs and Husband agrees that he shall reimburse her in full for same.

2. Personal Property

- a. Wife shall keep as her sole and separate property, free and clear of any interest held or claimed by Husband, all of the jewelry, clothing, automobiles and other personal belongings presently held or possessed by her.
- b. Husband shall keep as his sole and separate property, free and clear of any interest held or claimed by Wife, all jewelry, clothing, automobiles and other personal belongings presently held or possessed by him.

3. Bank Accounts

- a. The Wife shall keep as her sole and separate property free and clear of any interest of Husband, all the funds on deposit held by Wife in any bank or

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depository or safe deposit box in her name or that of her nominee or in the joint names of Wife and any third party.

- b. The Husband shall keep as his sole and separate property free and clear of any interest of Wife, all the funds on deposit held by Husband in any bank or depository or safe deposit box in his name or that of his nominee or in the joint names of Husband and any third party.

4. Businesses

- a. Husband and Wife covenant and agree that upon the effective date of this Agreement, subject to the permission, acquiescence and approval of the U.S. Small Business Association and Lakeside Bank, if required or demanded by said institution, Wife shall assign and transfer to Husband all of her right, title and interest which she may have in and to LESLY MOTORS, INC., an Illinois corporation, located at 2401 South Michigan Avenue, Chicago, Cook County, Illinois, said assignment and transfer conditioned upon payment to her of the following on a timely basis:

- (i) Fifty Thousand (\$50,000.00) Dollars in cash upon the effective date of this Agreement;

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- (ii) Fifty Thousand (\$50,000.00) Dollars payable as follows: thirty-five (35) monthly payments of Three Hundred Fifty-Four and 17/100 (\$354.17) Dollars representing interest only at the rate of eight and one-half (8 1/2%) percent per annum on the unpaid amount, and said payments to commence November 1, 1987, plus eleven (11) monthly payments of Four Thousand Seven Hundred Forty and 91/100 (\$4,740.91) Dollars representing principal and interest commencing November 1, 1990; there shall be no penalty for prepayment of principal.
- (iii) One (1) new 1987 model year Ford Tempo, VIN No. 1F8P72LX5HK¹³⁹¹¹⁵, as equipped, with the addition of a matching right rear view mirror, rear stereo speakers, full rustproofing and extended warranty.
- (iv) In the event LESLY MOTORS, INC. or any of its major assets, including leaseholds, shall be sold or otherwise liquidated or disposed of while any or all of the above debt is still owing or

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outstanding, the outstanding balance of all principal and accrued interest shall immediately become due and payable, and shall be paid to Wife.

- b. Husband covenants and agrees that he shall pay and be responsible for any and all debts, loans, salary advances, obligations and expenses in connection with LESLY MOTORS, INC., and shall defend, save, indemnify and hold harmless the Wife from and against any expense she may hereafter be called upon to pay, and shall pay and defray said indebtedness. In addition, Husband shall defend, indemnify and hold the Wife harmless against any and all claims against her as an officer or former officer of the business, including but not limited to claims by the Ford Motor Company, Ford Motor Credit Corporation, U.S. Small Business Administration, Lakeside Bank and University National Bank. In addition, Husband shall use his best efforts to seek a release from the Ford Motor Credit Corporation for Wife as a personal guarantor and a co-signer for various obligations, and shall also use his best efforts to seek a release on behalf of Wife from the Small Business Administration, Lakeside Bank, and University National Bank.
- c. Immediately upon Husband's payment to Wife of the Fifty Thousand (\$50,000.00) Dollars cash referenced in Subparagraph (a) above, Wife shall submit her

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resignation from the Board of Directors and as Vice-President/Secretary of LESLY MOTORS, INC., and assign her shares of stock to Husband. The remaining Fifty Thousand (\$50,000.00) Dollars then payable to Wife shall be recorded not only as an obligation against Husband, individually, but shall also be recorded as a lien against Husband's stock in LESLY MOTORS, INC. and additionally recorded as a lien against the company and all leasehold improvements and real estate owned by the company and additionally the property set forth in Paragraph 5 of this Article IX, below. In addition, there shall also be a restrictive endorsement and legend upon Husband's shares of stock to be assigned by Wife indicating that these shares are encumbered by the above obligations, until Wife's interest represented by such shares is completely paid off.

- d. Husband further covenants and agrees that he shall maintain a minimum of at least One Hundred Thousand (\$100,000.00) Dollars of life insurance in order to secure his obligations under this Article IX of this Agreement. Husband shall pay the premium rate on such insurance as the same shall fall due and owing if he is so obligated and do any and all other acts and things necessary and expedient to that end. Further, Husband shall execute the usual and

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necessary documents to designate the Wife as beneficiary of said insurance proceeds to the extent of her remaining or outstanding interest, and additionally furnish to Wife proof of the existence of the above policy and proof of payment within ten (10) days of each payment in maintaining said policy or policies.

e. Husband covenants and agrees that he shall pay and be responsible for any and all past, present and future taxes, tax liabilities, interest and penalties in connection with LESLY MOTORS, INC. and any other business in which he is involved or has an interest, and shall pay and be responsible for same, and shall defend, save, indemnify and hold harmless the Wife from and against any expense she may hereafter be called upon to pay, and shall pay and defray the whole or any part of such indebtedness or obligation.

5. Other Marital Interests, Including Carib Land Company, Inc., an Illinois Corporation, Jacmel Corp., and Citadel Land Corp., Inc., both Delaware Corporations

Based upon the purchase price of real estate and assets owned by Carib Land Company, Inc., Jacmel Corp., and Citadel Land Corp., Inc., and the values of said real estate and assets being worth and valued at approximately the same amount for which said real estate and assets were purchased, Husband and Wife covenant and agree that upon the effective date of



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this Agreement, subject to the permission, acquiescence and approval of the U.S. Small Business Association and Lakeside Bank, if, ^{SUCH PERMISSION IS} required or demanded by said institutions, Wife shall execute any and all documents necessary to transfer, assign, convey and release all of her right, title and interest in and to the above business interests to Husband or his nominee. Husband covenants and agrees that he shall pay and be responsible for any and all debts, obligations and expenses of said business and interests, past, present and future, and shall defend, save, indemnify and hold harmless the Wife from and against any expense she may hereafter be called upon to pay, and shall pay and defray the whole or any part of such indebtedness or obligation.

6. Pension/IRA and Profit-Sharing Plans

Husband and Wife covenant and agree that each shall waive and hereby waives any and all right, title and interest in and to the other's pension, IRA and/or profit-sharing plans at his or her place of employment or held individually, and that both Husband and Wife are fully informed and knowledgeable with regard to the other's pension/IRA and/or profit-sharing plans, if any.

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7. 1986 Income Tax Refunds

Husband and Wife covenant and agree that they shall divide equally any and all income tax refunds from the Internal Revenue Service and the Illinois Department of Revenue as a result of the filing of 1986 income taxes.

8. Debts and Obligations

a. The parties acknowledge present personal indebtedness in the nature of consumer loans, personal loans and a personal lines of credit with outstanding balances as of October 13, 1987 representing the purchase of personal consumer goods and services and for other purposes, as follows:

Lakeside Bank, check line of credit	\$ 2,930.00
Doris T. Clark, personal loan	\$ 5,850.00
Chemical Bank, Visa	\$ 1,126.26
Savings of America, Visa	\$ 2,284.00
	<u>\$12,190.26</u>

Further, Husband and Wife covenant and agree that Husband shall pay to Wife the sum of six Thousand Ninety-Five and 13/100 (\$6,095.13) Dollars, being one-half (1/2) of the above outstanding amount, immediately upon the date this Agreement becomes effective, and the Wife shall contribute a like amount, for the purpose of paying off this indebtedness. Wife shall within five (5) days thereafter issue full payment in the full amount of

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the indebtedness itemized above to the respective creditors.

b. Other than as above stated, Husband and Wife further covenant and agree that each shall be solely liable and hold the other harmless for outstanding debts and obligations incurred by them individually subsequent to the date of this Agreement.

9. Attorneys' Fees

Husband and Wife further covenant and agree that each hereby agrees to pay and defray their own respective attorneys' fees in connection with this matter.

10. Non-Taxable Transfer of Marital Property

The above allocations of property contained in this Article are deemed to be a division of marital property, and therefore, not a taxable event.

ARTICLE X

EXECUTION CLAUSE

Each of the parties hereto 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 hereafter, at anytime and from time to time, to execute and deliver any and all instruments and documents which may be necessary or proper to carry out the

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purposes of this Agreement and to establish the sole and separate ownership of the various properties of said parties in the manner provided herein. If either party for any reason shall fail or refuse to execute 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 to the full extent provided by law, and a full, present, and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

ARTICLE XI

GENERAL PROVISIONS

1. Except as otherwise provided herein, each of the parties hereto does forever relinquish, release, waive and quit claim to the other party all rights of dower, homestead and all property rights and claims which he or she has or may hereafter have or acquire as husband, wife, widower, widow or otherwise, or by reason of the marital relationship existing between the parties hereto or by virtue of any present or future laws of any state of the United States of America or any other country, in and to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party. Further, each of the parties hereto further covenants and agrees for himself or

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herself, his or her heirs, executors, administrators and assigns, that he or she will never at anytime hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purposes of enforcing any or all of the rights of alimony, support, maintenance (whether past, present, or future), inheritance, or succession not provided for herein.

2. Except as herein otherwise provided, each of the parties hereto waives and relinquishes all rights to act as administrator or administrator with the will annexed of the estate of the other; 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 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 the deceased party, or if he or she dies intestate, shall descend to the heirs of 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



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either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party to this Agreement.

3. In the event either party hereto at anytime hereafter obtains a dissolution of marriage in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any said judgment or decree for dissolution of marriage, either directly or by reference, but in no event shall this Agreement be of any validity unless a judgment or decree for dissolution of marriage is entered in the pending case brought by the Petitioner and referred to hereinabove. The court of entry of said judgment of dissolution of marriage shall retain the right to enforce the provisions and terms of this Agreement.

4. This Agreement shall be governed by the laws of the State of Illinois, and all of its provisions shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Wife and Husband have hereunto set their respective hands and seals the day and year first above written.



ELLEN BENODIN



LESLY BENODIN

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

- A. The parties be and are hereby awarded a dissolution of marriage and the bonds of marriage heretofore existing between the Petitioner, ELLEN BENODIN, and the Respondent, LESLY BENODIN, be, and the same are hereby dissolved.
- B. The Marital Settlement Agreement between the Petitioner and the Respondent dated October 13, 1987 and hereinabove set forth in full, is made a part of this Judgment of Dissolution of Marriage; and all the provisions of said 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 said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of this Agreement.
- C. That the terms and conditions of the Marital Settlement Agreement contained herein are deemed non-modifiable, except in writing signed by both parties.
- D. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage including

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all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated October 13, 1987 as hereinabove set forth.

E. This Judgment for Dissolution of Marriage shall be effective as of November 1, 1987.

ENTER:

_____ JUDGE

ENTERED
NOV 18 1987
JULIA M. NOWICKI

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11/15/2011 10:00 AM

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IN RE THE MARRIAGE OF:

ELLEN BENODIN
and
LESLY BENODIN
No. 87 D 14252

EXHIBIT TO JUDGMENT FOR DISSOLUTION OF MARRIAGE

The following is the property upon which ELLEN BENODIN shall have a lien in connection with Article IX, Paragraph 4(c) of the Judgment of Dissolution of Marriage entered by Judge Julia M. Nowicki on November 18, 1987:

1. Carle Land Company - 2401 South Michigan Avenue, Chicago
Illinois CVB
Real Estate Tax Index No.: 513-17-27-117-001

LOT 8 IN THE ASSESSOR'S DIVISION OF BLOCK 44 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2. Jacmel Corporation - 2357 South Michigan Avenue, Chicago,
Illinois COB ALH
Real Estate Tax Index No.: 513-17-27-110-027

THE SOUTH 60 FEET OF LOTS 3, 4, 5, 6, 7 AND THE WEST 1/2 OF LOT 8 IN THE SUBDIVISION BY MICHAEL REICH OF BLOCK 35 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

120 East 24th Street, Chicago, Illinois
Trust No: 1066930 at Chicago Title & Trust Company
Real Estate Tax Index No.: 513-17-27-110-028 and 513-17-27-110-029-11
COB
a, b, c

LOTS 9 AND 10 OF THE EAST ONE-HALF OF LOT 8 IN THE SUBDIVISION BY MICHAEL REICH OF BLOCK 35 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 11 IN MICHAEL REICH'S SUBDIVISION OF BLOCK 35 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ORDINANCE NO. 118,932

AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF CHICAGO, ILLINOIS, BY AMENDING SECTION 4-10-010, TO PROVIDE THAT THE BOARD OF COMMISSIONERS SHALL HAVE THE AUTHORITY TO REMOVE A MEMBER OF THE BOARD OF COMMISSIONERS FOR CAUSE.

SECTION 4-10-010. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-011. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-012. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-013. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-014. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-015. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-016. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-017. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

SECTION 4-10-018. The Board of Commissioners shall have the authority to remove a member of the Board of Commissioners for cause.

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3. Lesly Motors, Inc. - 2347 South Michigan Avenue, Chicago, Illinois
Real Estate Tax Index No.: 513-17-27-110-026 ~~AAAA~~ C00

THE NORTH 67 FEET OF LOTS 3, 4, 5, 6, 7 AND THE WEST 1/2 OF LOT 8 IN THE SUBDIVISION BY MICHAEL REICH OF BLOCK 35 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Citadel Land Company, 2348 South Indiana, Chicago, Illinois
Real Estate Tax Index No.: 513-17-27-110-030 ~~AAAA~~ C00

LOTS 12 THROUGH 16 IN THE SUBDIVISION BY MICHAEL REICH OF BLOCK 35 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 \$50.00

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COOK COUNTY RECORDER

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WILL CALL

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INVESTIGATION REPORT

DATE: 10-15-68

TO: SAC, CHICAGO

FROM: SA, CHICAGO

SUBJECT: [Illegible]

[Illegible text follows]

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10-15-68

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