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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

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STATE OF ILLINOIS, ss.
COUNTY OF COOK

SAMUEL S. BERGER

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 December 24,
in the year of our Lord, one thousand nine hundred and 88 and of the Independence
of the United States of America, the two hundredth and twelfth

PRESENT: - The Honorable **SAMUEL S. BERGER**
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY,
~~RICHARD M. DALEY~~ Sheriff

Attest: **MORGAN M. FINLEY**, Clerk.

Property of Cook County Clerk's Office

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ATTORNEY #26282

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

FILED
COUNTY CLERK'S OFFICE
NOV 24 1986
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JUDGE SAMUEL S. BERGER
DEPUTY CLERK <i>JM</i>

IN RE THE MARRIAGE OF:

CHARLES IFERGAN,

Petitioner and Counter-Respondent,

and

CHRISTINE L. IFERGAN,

Respondent and Counter-Petitioner.

No. 84 D 11844

8001

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition for Dissolution of Marriage of the Petitioner and Counter-Respondent, CHARLES IFERGAN (hereafter Petitioner), and the response thereto of the Respondent and Counter-Petitioner, CHRISTINE L. IFERGAN (hereafter Respondent), the Petitioner being present in open Court and being represented by his counsel, RONALD S. LADDEN of the law firm of EPTON, MULLIN & DRUTH, LTD. and the Respondent being present in open Court and being represented by her counsel, DAVID H. HOPKINS, of the law firm of SCHILLER, DU CANTO AND FLECK, LIMITED,; the Court having heard the evidence adduced by the Petitioner in support of his said Petition, and having heard argument of counsel and being fully advised in the premises, DOTH FIND:

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1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.

2. That both the Petitioner and the Respondent were, at the time of commencement of this action, residents of the State of Illinois, and such residences have been maintained for in excess of ninety (90) days next preceding the making of this finding.

3. That the parties hereto were lawfully joined in marriage on, to-wit: the 27th day of June, 1976 in Chicago, Illinois where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That two children were born to the parties hereto as issue of their said marriage, namely: CHLOE IFERGAN, born January 12, 1978; and PHILIPPE IFERGAN, born July 24, 1980; that no children were adopted by the parties and that the Petitioner is not now pregnant.

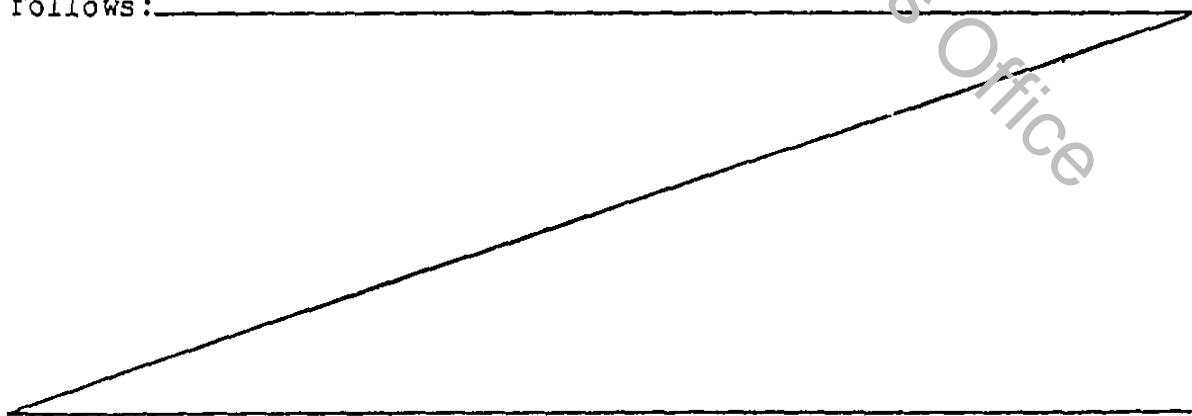
5. That irreconcilable differences have caused the irretrievable breakdown of the marriage, that the parties have lived separate and apart for a period in excess of two (2) years, and that efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interest of the family.

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6. That the Petitioner has proven the material allegations of his Petition by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein.

7. That the parties hereto have entered into a Marital Settlement Agreement dated December 22, 1986, at Chicago, Illinois, concerning the questions of maintenance for the Petitioner, 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, custody, joint parenting provisions, and child support and other matters, which 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 words and figures as follows:



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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 1986, by and between CHRISTINE L. IFERGAN, hereinafter referred to as the "Wife," and CHARLES IFERGAN, hereinafter referred to as the "Husband."

W I T N E S S E T H:

A. The parties were lawfully married at Chicago, Illinois on June 27, 1976.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have separated and no longer live together as man and wife.

C. Two (2) children were born to the parties as a result of the marriage, namely: CHLOE, born January 12, 1978; and PHILIPPE, born July 24, 1980. No other children were born to or adopted by the parties to the marriage, and the Wife acknowledges that she is not pregnant.

D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 84 D 11844. The case is entitled "In Re The Marriage of CHARLES IFERGAN, Petitioner and Counter-Respondent, and CHRISTINE L. IFERGAN, Respondent and Counter-Petitioner." Said cause remains pending and undetermined.

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E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, support, custody, visitation, medical and educational requirements of the children of the parties, and attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of the counsel of DONALD C. SCHILLER and DAVID H. HOPKINS of the law firm of SCHILLER, DU CANTO AND FLECK, LIMITED, as her attorneys. The Husband has employed and had the benefit of the counsel of RONALD S. LADDEN of the law firm of EPTON, MULLIN & DRUTH, LTD., as his attorney. Each of the parties has had the benefit of

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advice, investigation and recommendations with reference to the subject matter of this Agreement.

G. The parties acknowledge that they have freely and voluntarily entered into this Marital Settlement Agreement of their own volition, free from any duress or coercion, and with full knowledge of each and every provision contained herein and the consequences thereof. Each party expressly states that no representation has been made to the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

ARTICLE I

RESERVATION OF RIGHTS

1.1. General. This Agreement is not one to obtain or stimulate a Judgment of Dissolution of Marriage.

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1.2. Reservation. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

CHILD CUSTODY AND JOINT PARENTING PROVISIONS

2.1. Joint Custody. The Husband and Wife acknowledge and agree that each is a fit and proper person to have the care, custody, and control of their minor children, CHLOE and PHILIPPE. In the event of the entry of a judgment of dissolution of marriage in the pending action, therefore, custody of CHLOE and PHILIPPE shall be vested jointly in both parties, although the minor children shall primarily reside with the Wife. For purposes herein, joint custody shall be and herewith is defined as giving the parties an equal voice in the upbringing, education, and general welfare of their children and as requiring that they shall take all appropriate steps to keep each other informed on all major matters pertaining to such children. The parties acknowledge their understanding that joint custody will entail equality on their part as to decision-making on major matters affecting each child (such as decisions as to selection of schools, career guidance, medical treatment, specific

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arrangements hereunder as to time to be spent with each party, and the like); and they agree to take all reasonable steps to reach concurrence on all such matters. Throughout the minority of each child, as between themselves, the parties shall strive to achieve a reasonable allocation of each child's meaningful time available to be spent with parents, taking into account each child's own activities and commitments. Specific plans and schedules as to time to be spent by each child with each party shall be worked out from time-to-time by the parties in accordance with the general guidelines set out herein, as well as the specific provisions set forth in subparagraph 2.2, below. Notwithstanding any other provision herein, in the case of a medical emergency in which delay might imperil the life or well-being of a child, the provisions of this Article II requiring concurrence of the parties as to certain decision(s) shall be inapplicable if either party is not readily available. In any such case, the available party shall make all such decisions as are reasonably warranted under the circumstances.

2.2. Parenting Schedule for Husband. Except as the parties otherwise agree, periods of time that CHLOE and PHILIPPE shall spend with the Husband shall be in accordance with the following parameters:

A. Weekends. The minor children shall spend time with the Husband every other weekend from 6:00 p.m. on Saturday through 7:30 p.m. on the subsequent Monday, and he shall see to it that on such Mondays such children are taken to and picked up from school. With regard to any particular weekend as to which the children are scheduled to spend time with the Husband under the preceding sentence, if he is not working full-time on the Saturday of such weekend and will be available throughout the major portion of the Saturday, the weekend period may begin on Friday evening at 6:00 p.m. and end at 7:30 p.m. on Sunday evening, provided the Husband requests the change a reasonable period in advance of the weekend in question and the Wife agrees to his request, such agreement on her part to not be unreasonably withheld.

B. Weekdays. On all Wednesdays, the children shall have an overnight with the Husband, who shall pick them up at 5:00 p.m. on Wednesday evening, and see to it that they are taken to school the next morning. In addition, as to weekends when the Husband would otherwise not have overnight visitation, the children shall spend Friday from 6:00 p.m. to 10:00 a.m. on

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Saturday with him; provided, however, in lieu of such Friday overnight visitation, on occasion, such visitation shall start on Saturday night (6:00 p.m.), provided the Husband requests the change a reasonable period in advance and the Wife agrees to his request, such agreement on her part to not be unreasonably withheld.

C. Vacations. As to summer vacations, the parties shall strive to work out arrangements each year so that CHLOE and PHILIPPE spend approximately equal amounts of time with each of the parties, exclusive of the period(s) of time during which either or both of the children is (are) involved with day or overnight camp. If a child is enrolled in day camp, such child shall reside primarily with each party for approximately fifty percent (50%) of the day camp period; and, during such time as either child or both children is (are) primarily residing with the Husband, such child or children shall spend time with the Wife on weekends and weekdays as is consistent with the parenting schedule for the Husband during the school year, as set out in subparagraphs 2.2(A)-(B), above. If a child is enrolled in overnight camp during a

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summer vacation, the time to be allocated substantially equally between the parties shall be such portion of the summer that is not involved with the overnight camp. As to spring vacation, CHLOE and PHILIPPE shall spend said vacation with the Husband; and, during such period, if the Husband is not out of town, the children shall spend time with the Wife consistently with the schedule set out in subparagraphs 2.2(A)-(B), above.

D. Holidays. As to holidays, CHLOE and PHILIPPE shall spend major Jewish holidays with the Husband and Christmas Eve and Christmas Day with the Wife. In connection with Christmas, if the Wife goes out of town on a vacation, the children shall also spend all such Christmas vacation time with her. As to other major holidays (e.g., Fourth of July, Thanksgiving Day, etc.), as well as multi-day school holidays, the children shall spend approximately half of such holidays in any calendar year with each parent; and, in this regard, major holidays and multi-day school holidays shall be alternated from year to year, unless the parties otherwise agree. In addition, the children shall spend Father's Day with the Husband and Mother's Day with the Wife.

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2.3. Disagreements. In the event the parties cannot agree on any matter requiring concurrence between them under this Article II, the parties shall make a reasonable effort to have such issue mediated by an impartial third party prior to either of them submitting the dispute to adjudication by the Court. Any such mediation shall be voluntary and non-binding on the parties. However, the parties recognize that such mediation should be pursued in good faith in the interest of avoiding the harmful effects and time and expense involved in court proceedings. In all events, if the parties cannot agree on a particular matter requiring concurrence between them and mediation is unsuccessful or not feasible, either party, on proper notice, may petition a court of competent jurisdiction for an appropriate determination.

ARTICLE III

SUPPORT

3.1. Husband's Obligation. In the event of the entry of a judgment for dissolution of the parties' marriage in the pending action, the Husband shall pay to the Wife, as and for her support and the support of their children, certain amounts of maintenance and certain amounts of child support, as set forth in this Article III. The parties acknowledge that the level of payments

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provided for herein has been agreed upon by them in light of their present standard of living, their estimated future needs and incomes, and the allocation of assets set forth herein.

3.2. Maintenance. Subject to adjustment or to earlier termination as provided below, the Husband shall pay the Wife, as and for her support, the aggregate sum of One Million Two Hundred Sixty-Five Thousand Dollars (\$1,265,000), over a twelve (12) year period, in accordance with the schedule set forth below. After the initial payment, maintenance hereunder shall be due and payable on the first and fifteenth day of each month, commencing January 1, 1987; and the specific amount for each payment hereunder shall be in accordance with the following provisions:

A. First Six-Year Period. Subsequent to entry of judgment in the pending action on or before December 30, 1986, the payment of maintenance shall be Fifty Thousand Dollars (\$50,000); and, commencing on January 1, 1987, and continuing on January 15, 1987 and on the first and fifteenth day of each month thereafter for a six-year period (less one month), the semi-monthly payment of maintenance shall be Four Thousand Five Hundred Dollars (\$4,500)(aggregating Six Hundred Eighty-Nine Thousand Dollars (\$689,000)). The final payment under this subparagraph 3.2(A) shall be due on November 30, 1992.

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B. Second Six-Year Period. Commencing December 15, 1992, and continuing on the first and fifteenth day of each month thereafter for a six-year period, the semi-monthly payment of maintenance shall be Four Thousand Dollars (\$4,000) (aggregating Five Hundred Seventy-Six Thousand Dollars \$576,000). The final payment under this subparagraph 3.2(B) shall be due and payable on November 30, 1998.

C. Termination and/or Reduction. In the event of the Wife's death, the Husband's obligation to pay maintenance under this subparagraph 3.2 shall terminate. Such obligation, however, shall not immediately terminate in the event of the Husband's death; and payments pursuant to this subparagraph 3.2 shall be made to the Wife by the Husband's executor, trustee or other successor until such date on which the full amount of insurance proceeds and/or payment in lieu of such proceeds from his successor, as required under subparagraph 3.4, below, is actually paid to the Wife, at which time the Husband's obligation under this subparagraph 3.2 shall terminate. In the event of the Wife's remarriage (or her cohabitation with another person on a resident, continuing conjugal basis, as

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provided in Section 510(b) of the Illinois Marriage and Dissolution of Marriage Act), the Husband's obligation to pay maintenance to the Wife under subparagraph 3.2(B), above (relative to the 1992-1998 period) shall terminate and his obligation to pay maintenance to the Wife under subparagraph 3.2(A), above (relative to the 1986-1992 period) shall be adjusted as follows: (i) If the remarriage or cohabitation occurs during the first thirty-six (36) months for which payments under subparagraph 3.2(A) are due and payable, the semi-monthly amount due under such subparagraph for the remainder of the thirty-six (36) month period shall be reduced from Four Thousand, Five Hundred Dollars (\$4,500) to Four Thousand Dollars (\$4,000) and, correspondingly, the semi-monthly amount due under such subparagraph throughout the second thirty-six (36) month period (i.e., December 16, 1989 - November 30, 1992) shall be reduced from Four Thousand, Five Hundred Dollars (\$4,500) to Two Thousand Dollars (\$2,000). (ii) If the remarriage or cohabitation occurs during the second thirty-six (36) months for which payments under paragraph 3.2(A) are due and payable (i.e., December 16, 1989 - November 30, 1992), the

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semi-monthly amount thereafter due under subparagraph 3.2(A) shall be reduced from Four Thousand, Five Hundred Dollars (\$4,500) to Two Thousand Dollars (\$2,000) throughout the remainder of such period.

D. Non-Modifiability. In accordance with Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the parties expressly agree that the provisions of this subparagraph 3.2, relative to maintenance to the Wife, shall be and are non-modifiable (unless the parties otherwise concur in writing).

E. Security for Certain Maintenance Payments. The amount of maintenance due to the Wife under subparagraph 3.2(A) above that is due on or after December 15, 1986 and that is not subject to termination due to the Wife's remarriage or cohabitation (i.e., Four Hundred Thirty-Two Thousand Dollars (\$432,000) shall be collateralized with a Note secured by a second mortgage on the Oak Street realty, said Note to cover certain other security interests of the Wife and to be verbatim the same as set out in Exhibit "B," attached hereto. At the Husband's option, said mortgage may be subordinated to any other encumbrance on the Oak Street realty of the Husband, provided that all encumbrances on

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such realty (including at any given time the outstanding amount due under the foregoing Note) do not exceed eighty percent (80%) of the Oak Street realty's current fair market value. If at any time an issue arises as to the Oak Street realty's fair market value, it shall be appraised by a mutually agreed upon MIA (at the Husband's expense), who shall render an opinion as to such realty's fair market value at such time. Further, at the Husband's option, other collateral for the foregoing Note (Exhibit B) may be proposed for substitution for the Oak Street realty, provided such proposed substitute collateral is comparable to the Oak Street realty in terms of degree of risk from the Wife's standpoint. The Wife shall not unreasonably refuse to accept a proposal of the Husband to substitute collateral hereunder; and the Husband shall bear all expenses incurred in effecting a substitution of collateral, unless a court expressly finds that the Wife has been unreasonable in her refusal, in which case she shall bear all such expenses.

3.3. Child Support.

A. Monthly Payments. Subject to termination as provided herein, the Husband shall pay to the Wife, as child support for the support of CHLOE and PHILIPPE, the sum of Two Thousand Dollars (\$2,000) each and every month, payable

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in semi-monthly installments of One Thousand Dollars (\$1,000) twice per month due and commencing on January 1, 1987, and continuing on January 15, 1987 and the first and fifteenth of each month thereafter. Upon the earliest to occur of the death, marriage, graduation from high school, entry into military service, establishment of residence apart from the Wife's residence, or attainment of age nineteen (19) of either CHLOE and/or PHILIPPE, or the occurrence of any other type of emancipation event under Illinois law (other than attainment of age eighteen), the monthly amount of child support otherwise due hereunder shall be reduced to One Thousand dollars (\$1,000) payable in semi-monthly installments of Five Hundred Dollars (\$500) per month. Upon the occurrence of such an event respecting the second minor child, the Husband's obligation for child support payments hereunder shall terminate. In addition, as further child support, the Husband shall pay the following:

- (1) Certain medical expenses for the children, pursuant to subparagraph 3.3(B), below;
- (2) The children's post-high school educational expenses, pursuant to subparagraph 3.3(C), below;

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(3) Costs for maintaining certain levels of life insurance pursuant to subparagraph 3.4, below;

(4) Costs for maintaining appropriate facilities at his residence, which CHLOE and PHILIPPE will utilize while spending time with him;

(5) All private school expenses for CHLOE and PHILIPPE, including tuition, fees, books, and the like; and

(6) All costs for day and/or overnight camp (during summer) for either or both CHLOE and/or PHILIPPE.

B. Medical Expenses for the Children. The Husband shall maintain and bear the cost of appropriate medical insurance for CHLOE and PHILIPPE during any calendar year in which either party may claim the child as a dependent for federal income tax purposes. Unreimbursed (or unreimbursable) "ordinary medical expenses" of CHLOE and/or PHILIPPE shall be borne by the Wife. Unreimbursed (or unreimbursable) "extraordinary medical expenses" of CHLOE and/or PHILIPPE child shall be borne by the Husband. For purposes herein, the term "extraordinary medical expenses"

shall include, not by way of limitation, but by way of illustration, costs for allergy treatments, orthodontia and major dental work and care, and all psychiatric or psychological treatment, as well as treatment required as a result of conditions necessitating hospitalization. Such term shall not include costs for routine examinations, treatment for minor ailments, medication (except as required in the treatment of extraordinary medical or dental conditions), routine dental care, and the like, which shall constitute "ordinary medical expenses." Prior to incurring any "extraordinary medical expenses," the Wife shall consult with the Husband; but, as provided in subparagraph 2.1, above, such consultation requirement shall be inapplicable in the case of a medical emergency in which the life or well-being of a child might be imperiled.

C. Post-High School Educational Expenses. The Husband shall bear the costs of college or other post-high school educational expenses of CHLOE and PHILIPPE, except to the extent such costs are paid out of funds available under trusts established for the benefit of the children, from funds available under scholarships or the like, or from a child's own funds (provided the parties agree in advance as to the extent a child's own funds shall be utilized for

educational purposes). Expenses within the scope of this subparagraph 3.3(C) shall be all costs reasonably incurred and incident to the college or other post-high school educational program of any of the children, including (but not limited to) application fees, tuition, room and board, books, transportation, spending money, clothing allowances, appropriate equipment (e.g., typewriters, computers, etc.), and the like, to the extent such costs arise in connection with pursuit of a four-year undergraduate degree or other four-year program, as well as costs for any other educational expense or program on which the parties may agree. Notwithstanding the foregoing provisions of this subparagraph 3.3(C), the parties' obligations as to any child hereunder shall be conditional upon the child having the aptitude for the particular educational program in question. Any issue as to a child's aptitude shall be determined by the parties jointly, taking into account (but not being bound by) the expressed preferences of the child, approval of which shall not be unreasonably withheld by either party.

3.4. Security for the Husband's Support Obligations.

A. General Provisions. The parties agree that for the benefit of the Wife and their children, the Husband

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shall maintain in full force and effect life insurance on his life (which may include life insurance provided by an employer) in such amounts as will exceed in any calendar year the applicable minimum amount set out below. In the event that the Wife has not remarried (or cohabited), the minimum amount of coverage to be maintained by the Husband throughout a particular calendar year shall be the higher figure from either Column A(1) or Column B, below for such year. In the event she does remarry (or cohabit), the minimum amount of coverage to be maintained by the Husband throughout such a calendar year shall be the higher figure from either Column A(2) or Column B, below, for such year. In general, the parties intend for the life insurance required hereunder to provide funds that, as of the time of the Husband's death, are approximately equivalent to the then present value of the Husband's obligations under this Article III. The specific minimum amounts of coverage that the Husband shall maintain shall be as follows:

<u>YEAR</u>	<u>A</u>		<u>B</u>
	(1)	(2)	
1987	\$925,000	\$650,000	\$400,000
1988	855,000	575,000	375,000
1989	785,000	500,000	350,000
1990	715,000	410,000	325,000
1991	645,000	365,000	300,000
1992	575,000	310,000	275,000

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1993	505,000	250,000	250,000
1994	435,000	225,000	225,000
1995	365,000	200,000	200,000
1996	295,000	175,000	175,000
1997	225,000	150,000	150,000
1998	175,000	125,000	125,000
1999	100,000	100,000	100,000
2000	75,000	75,000	75,000
2001	50,000	50,000	50,000
2002	25,000	25,000	25,000

The Husband shall take all appropriate steps so as to constitute the Wife as the sole beneficiary of the insurance for any calendar year to the extent the Column A(1) or A(2) amount, whichever is applicable, exceeds the Column B amount for such year. Correspondingly, the Husband shall take all appropriate steps so as to constitute the Wife or another party (as trustee for the children) as the beneficiary of the insurance for any calendar year to the extent of the Column B amount for such year. Thereafter, the Husband shall make no change(s) whatsoever in the beneficiary designation(s) of the insurance policies providing for the above coverage, without the express written advance consent of the Wife. Further, the Husband shall pay all premiums on all policies maintained or hereafter obtained by him to meet his obligations hereunder. He shall not pledge, hypothecate, or borrow upon any such policy to the extent that any such action would reduce the death benefit below the requisite coverage; and, as to any policy he owns

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directly, he shall take all appropriate steps for dual notification by the insurance company (or companies) of premiums due and receipts of payment thereof, as well as dual notification of any matter or communication bearing on the beneficiary designation(s) under any such policy. The Husband warrants that within thirty (30) days subsequent to the date of entry of judgment for dissolution of marriage in the pending action he will have taken all necessary and/or appropriate steps to acquire the necessary insurance and to provide for the required beneficiary designations, as well as to meet the other requirements hereunder. The parties also acknowledge and agree that the minimum amounts set forth above are in no way intended to preclude the Husband from providing coverage in excess of an applicable minimum. However, the Husband shall be fully responsible for all premiums and other costs for insurance he obtains to meet his obligations hereunder, as well as excess coverage, with no right of reimbursement from the Wife.

B. Trustee. Any insurance proceeds received by the trustee for the children, as well as any income earned on such proceeds, shall be applied by the trustee in his, her, or its discretion to the health, maintenance in reasonable comfort, and education expenses of CHLOE and PHILIPPE. Any

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funds remaining from such proceeds or earnings thereof when the last surviving of such children attains age twenty-five (25) shall be distributed to CHLOE and PHILIPPE in equal amounts. At any future time, in lieu of the trust required hereunder, the Husband may establish another trust via separate instrument to meet his obligations under this subparagraph 3.4, as well as designate a person or institution (other than the Wife) as trustee, provided such new trust is otherwise consistent with all applicable provisions of this subparagraph 3.4. If the Husband does not establish such a trust, the provisions of the Illinois Trusts and Trustees Act, as from time to time in effect, shall be applicable to the trust required hereunder.

C. Breach of Contract. In the event that as of the date of his death the Husband is in breach of contract for having failed to meet any/or all requirements hereunder to provide the requisite amount of life insurance, his obligation to provide the Wife, individually and/or as trustee and/or via a new trust, with an appropriate Jump-sum payment(s) shall continue beyond his death and be a charge upon his estate. Such obligation shall be met by his executor, trustee, or other successor paying to the Wife, individually and/or as trustee for the children, an amount

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equal to the excess of the requisite amount due as life insurance proceeds, as set out above, over the amount of such proceeds actually received by the Wife.

3.5. Waivers as to Support. The Husband shall and does hereby waive any right to receive any spousal support from the Wife; and the Wife shall and does hereby waive any right to receive any spousal support from the Husband, except to the extent expressly provided in this Article III.

3.6. Tax Consequences.

A. Dependency Exemptions. As to any calendar year in which the Husband has made timely payment of all maintenance and all child care amounts for the benefit of CHLOE and PHILIPPE that are required under this Agreement and that are due and payable as of December 31st of such year, the Husband shall be entitled to claim CHLOE and PHILIPPE as his dependents for purposes of his federal and state income tax returns for such year; and, as to each and every such year as to which the Husband meets the foregoing requirement, the Wife shall execute an appropriate declaration releasing her right to claim CHLOE and PHILIPPE as dependents, such declaration to be executed and delivered to the Husband no later than January 31st of each year with respect to the preceding year.

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B. Maintenance. It is the intention of the parties that all amounts payable by the Husband to the Wife as maintenance under subparagraph 3.2, above, shall constitute alimony payments which are imposed on or incurred by the Husband under a written instrument within the meaning of Section 71 of the Internal Revenue Code, as well as that such payments will be includible in the Wife's gross income and deductible by the Husband for federal income tax purposes. In the event that all or any of such payments are determined not to be includible in the Wife's gross income and deductible by the Husband as a result of (i) amendment or repeal of the applicable statutory provisions, (ii) judicial interpretation thereof, or (iii) final administrative interpretation thereof, any such payment(s) otherwise due to the Wife hereunder shall be reduced by a percentage that will equally allocate the consequences of the loss of intended tax results. Any such reduction shall be effective as of the first month that excludibility or non-deductibility applies; and, as to any payments previously made but which are adjusted under this subparagraph for tax return purposes, the Wife shall make an appropriate

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parties that all amounts payable by any successor of the Husband under subparagraph 3.2(C), above, as well as payments required under subparagraphs 3.3 and 3.4 of this Marital Settlement Agreement shall be excludible from the payee's gross income; and, in accordance with Section 71(b)(1)(B) of the Internal Revenue Code, the parties expressly agree to designate, and herewith do designate, any and/or all such payments as excludible/non-deductible payments for purposes of Sections 71 and 215 of the Internal Revenue Code.

3.7. Husband's Cooperation on Certain Matters. The Husband shall cooperate with the Wife in seeking a conversion or continuation medical insurance policy or obtaining any other benefit available under the group medical insurance currently in place through the Husband's corporation. Further the Husband shall cooperate in all respects in helping the Wife establish her own financial credit, although he is not required hereunder to guarantee any of her obligations.

3.8. The temporary support order entered by the court on December 19, 1986 shall remain in effect.

ARTICLE IV

PROPERTY DIVISION

4.1. Division of Property. The parties respectively acknowledge and agree that their marital and non-marital assets and liabilities (exclusive of items of nominal value) consist of the items specifically described below. The parties agree that, subsequent to but within thirty (30) days following the entry of a judgment for dissolution of marriage in the pending action (or by such other date as is specifically set forth below), they will take all necessary and/or appropriate steps to effectuate the division set out in subparagraphs A and B, below, subject to the further provisions of subparagraphs 4.1(C)-(E). On completion of all such steps, each party shall keep as his or her separate property, free and clear of any interest of the other party, each item allocated hereunder to him or her, subject to the further provisions set out below.

A. Items Allocable to the Wife.

(1) All right, title and interest in and to the parties' marital home, located at 1000 North State Street (Unit #9), Chicago, Illinois, the legal description for which is set out in Exhibit "A," attached hereto, and which is subject to a mortgage, as further set out in Exhibit "A," subject to the provisions of subparagraph 4.1(C), below.

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(2) All tangible marital personalty located at the marital home on the date of entry of judgment in the pending action, except (i) the Andy Warhol prints and (ii) the four women painting (which are allocated below to the Husband).

(3) Cash in the aggregate principal amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000), payable to the Wife and subject to certain additional terms, as follows:

(a) The sum of One Hundred Thousand Dollars (\$100,000), payable to the Wife on December 30, 1986;

(b) The sum of One Hundred Fifty Thousand Dollars (\$150,000), payable in three equal annual installments of Fifty Thousand Dollars (\$50,000) per installment, in accordance with the terms of the Note attached hereto as Exhibit "B," reflecting the Husband's obligation to pay the Wife the foregoing principal amount, with interest at the rate of six and one-half percent (6.5%) per annum, the equal principal installments being due December 15, 1987, December 15,

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1988, and December 15, 1989, said Note (which also covers the collateralization of certain maintenance payments, as per subparagraph 3.2(E), above) to be secured by a second mortgage on the Oak Street realty allocated to the Husband hereunder under subparagraph 4.1(B)(3)(a), below; and

(c) The sum of One Hundred Twenty-Five Thousand Dollars (\$125,000), payable in a single installment, in accordance with the terms of the Note attached hereto as Exhibit "C," reflecting the Husband's obligation to pay the Wife the foregoing principal amount either ten (10) days subsequent to the closing of the sale of the Dearborn Street realty, allocated to the Husband under subparagraph 4.1(B)(3)(c), or, in all events, no later than December 15, 1987, with interest at the rate of six and one-half percent (6.5%) per annum to accrue on the outstanding balance subsequent to December 15, 1987 (if the Husband is delinquent in making the necessary payment),

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said Note to be secured by a second mortgage on the aforesaid Dearborn Street realty. It is expressly agreed that the Husband will strive to sell the Dearborn Street realty within twelve (12) months, as well as that if he fails to effectuate the sale within such time-frame he will nevertheless pay the Wife the amount due under the aforesaid Note (Exhibit "C") from sources other than disposition proceeds of the Dearborn Street realty.

(4) A lump sum distribution from the Charles Ifergan Coiffures, Ltd., Employees' Profit-Sharing Plan and Trust, in the amount and form described in and pursuant to the specific provision of subparagraph 4.1(E), below.

(5) All right, title and interest in and to the following bank accounts, as well as the balances in such account(s) as of the date of entry of judgment in the pending action and any subsequent additions thereto:

(a) Checking account, Oak Bank
(Account #627-739), approximate balance,
\$5,650.00;

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(b) Special account, Oak Bank (Account #551-1429), approximate balance \$20,400.00.

(6) All items of tangible and/or intangible marital and/or non-marital personalty (such as jewelry, clothes, personal effects, and the like, wherever situated, which are not within the scope of subparagraphs 4.1(A)(1)-(5), above, or subparagraphs 4.1(B)(1)-(9), below, and which have heretofore formally or informally been titled in the Wife's name and which are in her possession or under her control as of the date of entry of judgment in the pending action.

B. Items Allocable to the Husband.

(1) All right, title, and interest in and to the residence in which he resides, located at 38 East Schiller Street, Chicago, Illinois, the legal description for which is set out in Exhibit "D," attached hereto, and which is subject to a mortgage, as further set out in Exhibit "D."

(2) All tangible marital personalty located at the residence described in subparagraph 4.1(B)(1), above, on the date of entry of judgment in the pending action, plus the two items of personalty described in subparagraph 4.1(A)(2), above, which are allocated to

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the Husband, who shall remove them from the former marital residence within thirty (30) days.

(3) Subject to the provisions of subparagraph 4.1(D), below, all right, title, and interest in and to the following parcels of real estate (legal descriptions for which are set out in Exhibit "D," attached hereto), plus all interest in and to proceeds on the dispositions of certain Texas properties (heretofore held in escrow), as follows:

(a) 106-118 East Oak Street, Chicago, Illinois;

(b) 380-390 County Line Road, Deerfield, Illinois;

(c) 1433 Dearborn, Chicago, Illinois

(d) One South 465 Summit Avenue, Oak Brook Terrace, Illinois; and 17 West 567 Southlane Drive, Villa Park, Illinois;

(e) Proceeds from sale of Texas properties, held in escrow account.

(4) All right, title, and interest in and to the following bank accounts, as well as the balances in such account(s) as of the date of entry of judgment in the pending action and any subsequent additions thereto:

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(a) Continental Bank (account No. 83-10041) - approximately \$25,000 (checking;

(b) Continental Bank (account No. _____) - approximately \$400 (money market).

(5) All right, title and interest in and to the stock and/or other securities, plus any other interest thereto (including creditor interests), as well as interests under agreements relative thereto, heretofore held by the Husband, in the following corporations:

- (a) Charles Ifergan Coiffures, Ltd.;
- (b) Charles Ifergan Coiffures Deerfield, Ltd.;
- (c) C. I. Properties, Inc.;
- (d) Salon Development Company;
- (e) Charles Ifergan Products, Inc.;
- (f) Charles Ifergan Oak Brook, Ltd.

[The parties acknowledge that in some cases the Husband's interests in some of the above corporations are indirect, as certain corporations are subsidiaries. With respect to the above corporations and the Husband's interests therein, as between the parties the Husband shall be solely responsible as to

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any claims of any of such corporations or any other third party relative thereto, and he shall indemnify and hold the Wife harmless therefrom (irrespective of the reason for any such claim(s) and irrespective of the date any such claim(s) have or shall have accrued)].

(6) All right, title, and interest in and to the Husband's interest in the Charles Ifergan Coiffures, Ltd., Employees Profit Sharing Plan and Trust, subject to the allocation to the Wife set forth in subparagraph 4.1(A)(4), above, and subparagraph 4.1(E), below.

(7) All right, title, and interest in and to the Husband's interest in the IRA at the Continental Bank, in the approximate amount of \$9,500.

(8) All right, title, and interest in and to life insurance policies heretofore owned or hereafter obtained by the Husband, subject to the provisions of subparagraph 3.4, above.

(9) All items of tangible and/or intangible marital and/or non-marital personalty (such as jewelry, clothes, personal effects, and the like, wheresoever situated, which are not within the scope of subparagraph 4.1(A)(1)-(6), above, or subparagraph

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4.1(B)(1)-(8), above and which have heretofore formally or informally been titled in the Husband's name and which are in his possession or under his control as of the date of entry of judgment in the pending action.

C. Marital Home. Within thirty (30) days of entry of judgment in the pending action, the Husband shall convey, by quitclaim deed (or assignment of beneficial interest), all of his right, title and interest in and to said marital home to the Wife. Other than the first mortgage encumbrance (as described in Exhibit "A," attached hereto) and accrued but unbilled real property taxes, the Husband warrants that there are no liens, encumbrances, or clouds against title to said property. Except as set forth above, if there are subsequently found to be any liens, encumbrances, or clouds against title to said property, the Husband shall take all actions necessary to remove same, shall be financially responsible for the payment thereof, and shall indemnify and hold the Wife harmless from any liability thereon. Except as otherwise provided in temporary orders entered by the court during the pendency of the case, the Husband shall also be responsible for all mortgage payments, real estate taxes, and insurance premiums for said property due and payable through December 15, 1986, and he shall be entitled

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to income tax deductions as a result of his payments. He shall also assign to the Wife all mortgage escrow accounts, and he shall indemnify and hold the Wife harmless for any item for which he is liable hereunder. As to all charges relative to said marital home which the Wife was required to pay under the aforesaid temporary orders, as well as all changes relative thereto that become due and payable subsequent to December 15, 1986, she shall indemnify and hold him harmless therefrom, and she shall be entitled to income tax deductions as a result of her payments. Further, the Husband expressly warrants and guarantees that the marital home's "net value" (which, for purposes hereunder and as provided below, shall mean "appraised value" as of the date of entry of Judgment in the pending action, reduced solely by the principal balance of the first mortgage as of the same date) equals or exceeds the sum of Five Hundred Thousand Dollars (\$500,000). With respect to such warranty and guarantee, the parties shall jointly retain John F. Enright, M.A.I to render an opinion as to the marital home's fair market value, as of the foregoing date; and they shall request said appraiser to complete the appraisal within sixty (60) days. If the foregoing "appraised value," less the outstanding mortgage as of the date of entry of

Judgment (hereafter "appraised net value") is precisely Five Hundred Thousand Dollars (\$500,000)(sometimes hereafter "base amount"), no adjustment hereunder shall be effectuated (in which case the Wife shall pay the cost of the appraisal). If such appraised net value is greater or lesser than the Five Hundred Thousand Dollars (\$500,000) base amount, the following provisions shall govern: (i) If the appraised net value is less than the base amount (in which case the Wife shall pay the cost of the appraisal), the difference between the base amount and such appraised net value shall constitute an additional amount payable by the Husband to the Wife at such time as the marital home is sold by her, subject to adjustment upwards or downwards to account for post-dissolution appreciation or depreciation in the value of the marital home; or correspondingly, (ii) if the appraised net value is greater than the base amount (in which case the Husband shall pay the cost of the appraisal), the difference between the base amount and such appraised net value shall constitute an amount payable by the Wife to the Husband at such time as the marital home is sold by her, subject to adjustment upwards or downwards to account for post-dissolution appreciation or depreciation in the value of the marital home. Any adjustment to a

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payment hereunder shall be proportionate to the percentage rise or decline in the marital home's value, as determined by dividing the change between the gross appraised value herein and the finalized gross sales price when the home is sold by the original gross appraised value. (Thus, for example, if the gross appraised value determined hereunder is Five Hundred Sixty-Five Thousand Dollars (\$565,000), with the outstanding mortgage being Ninety Thousand Dollars (\$90,000), the appraised net value would be Four Hundred Seventy-Five Thousand Dollars (\$475,000), which would mean that the Husband would owe an adjustment amount to the Wife in the initial sum of Twenty-Five Thousand Dollars (\$25,000). If the Wife five years hence sells the marital home for a gross sales price of Seven Hundred Two Thousand, Two Hundred Fifty Dollars (\$702,250), which reflects an increase in gross value of twenty-five percent (25%), the Husband would then pay the Wife Thirty One Thousand, Two Hundred Fifty Dollars (\$31,250)--i.e., the original amount of Twenty-Five Thousand Dollars (\$25,000), increased by twenty-five percent (25%).)

D. Realty Allocated to the Husband. With respect to the parcels of real estate allocated to the Husband under

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subparagraphs 4.1(B)(1) and 4.1(B)(3)(a)-(d), above, within thirty (30) days of entry of judgment in the pending action, the Wife shall execute all necessary documents (including, but not limited to, appropriate quitclaim deed(s) and/or assignment(s) of beneficial interest), so as to convey any interest(s) of hers in such realty to the Husband or otherwise waive any claim thereto. As to all charges relative to any and/or all of the foregoing real estate parcels, the Husband shall be solely responsible and shall indemnify and hold the Wife harmless therefrom (irrespective of the reason for any such charges and irrespective of the date any such charges have or shall have accrued

E. Allocation of Benefit Under Retirement Plan to Wife. As provided in subparagraph 4.1(A)(4), above, the parties agree that the Wife is to be allocated a benefit in the form of a lump sum cash distribution from the Charles Ifergan Coiffures, Ltd. Employees' Profit-Sharing Plan (hereafter "Plan") in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000), the Husband representing that the balance to his account under such Plan exceeds the foregoing amount. They further agree that such allocation shall be carried out pursuant to the terms of a stipulated

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Qualified Domestic Relations Order, under the Retirement Equity Act of 1984, in the form attached hereto as Exhibit "E," and incorporated herein, which, inter alia, provides that such benefit shall be in a form eligible for rollover or transfer to an individual retirement account (IRA) for the benefit of the Wife, as well as that such distribution shall be effectuated within the period set out in such Order (Exhibit "E"), i.e., ninety (90) days. The parties acknowledge their understanding that the foregoing stipulated Order (Exhibit "E") meets all applicable legal requirements; and the Husband agrees to do all in his power [in his individual capacity as well as in his capacity as the sole shareholder, president and chief executive officer of Charles Ifergan Coiffures, Ltd.] to cause the adoption of any necessary amendments to the Plan to permit the foregoing lump-sum distribution or to otherwise effectuate approval of the stipulated Order by the Plan's administrator. The parties also acknowledge that the Retirement Equity Act of 1984 is new legislation, possibly subject to future interpretation, as well as possible statutory amendment. Accordingly, they further agree that, if

necessary to accomplish their objective as set forth above, they shall amend the foregoing stipulated Order (Exhibit " E") to revise or conform its terms to meet any applicable requirement(s). In addition, if it is ever determined (as a result of (i) amendment or repeal of the applicable statutory provisions, (ii) judicial interpretation thereof, or (iii) final administrative interpretation thereof, that the contemplated lump-sum distribution did not or does not meet all applicable legal requirements (of the Retirement Equity Act of 1984, the Employee Retirement Income Security Act of 1974, or the Internal Revenue Code), the parties shall amend the Order to meet the applicable requirements, or, if such an approach is not feasible, to renegotiate the allocation of a benefit to the Wife from the Husband's interest in the Plan so as to provide her with an equivalent benefit under the Plan. In the event the parties cannot agree upon such an equivalent benefit, either party, on due notice, may petition a court of competent jurisdiction for determination of the issue(s) presented.

4.2. Other Debts and Liabilities. Except as otherwise set forth in this Agreement, each party shall bear sole liability for

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any and all debts and liabilities which he or she has separately incurred, or hereafter may separately incur, irrespective of whose charge card or credit has been used in making any purchase or incurring any liability; and each party shall indemnify and hold the other party harmless with respect thereto.

4.3. Financial Disclosures and Representations. The parties hereto expressly represent and warrant, each to the other, that each party has identified each and every material marital and non-marital asset, interest, or chose in action in which he or she has any interest, directly or indirectly, as well as that each and every such item of each party is specifically listed in either or both subparagraphs 4.1(A) and 4.1(B), above, exclusive of the catch-all provisions (i.e., 4.1(A)(6) and 4.1(B)(9), respectively). In the event that it is ever determined that a material marital asset or assets in existence on the date of execution hereof was omitted from the aforesaid listing, an appropriate adjustment shall be effectuated. For purposes hereunder, omission of any asset or assets shall be deemed material if the omitted item(s) has (have) a value in excess of One Hundred Thousand Dollars (\$100,000). If the Husband is the party who failed to disclose the asset(s), he shall pay to the Wife an amount equal to fifty percent (50%) of its (their) value (such valuation to be determined as of the date

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of execution hereof). Conversely, if the Wife is the party who failed to disclose the asset(s), she shall pay to the Husband an amount equal to fifty percent (50%) of its (their) value (such valuation to be determined as of the date of execution hereof). Any amount hereunder shall bear interest from the date of execution hereof at the rate of eight percent (8%) per annum and the party having to make a payment under this provision shall bear all reasonable costs incurred by either party hereunder.

ARTICLE V

INCOME TAXES

5.1. Pre-1985 Returns. The parties have filed joint federal and state income tax returns for taxable years through 1984, and they shall cooperate in filing any amendment to any joint return previously filed or any other document (such as a refund claim, protest, or court pleading) that is required by a taxing authority or necessitated so as to reduce a tax or obtain a refund. Each party represents and warrants to the other that he or she, as the case may be, has previously furnished or will furnish accurate and complete information and documentation related to income, deductible expenses and the like relative to all joint return years. Any taxes, interest, or penalties that may be due in conjunction with the filing of a return or

otherwise claimed by a taxing authority as due and owing in connection with a previously filed return shall be the obligation of the Husband (unless such amount stems from a breach of the foregoing representation and warranty of the Wife, in which case such amount shall be borne by her). As to any obligation of either party under the preceding sentence, each party shall indemnify and hold the other harmless. In the event that any refund is (or has been) received in connection with any return within this subparagraph (including any 1984 refund still being processed or having been applied to estimated tax), it shall be allocated to the Husband.

5.2. Post-1984 Returns. The parties acknowledge that each has filed a separate set of federal and state income tax returns for 1985, and they further acknowledge their understanding that they will be filing separate returns for 1986. As to both 1985 and 1986, the Husband represents and warrants that he has reported or will report on his own separate returns all items of income, deduction, and credit attributable to rental real estate heretofore owned by either or both parties; and, if it should ever be determined by a taxing authority that any such item should have been reported on the separate returns of the Wife, the Husband shall indemnify and hold the Wife harmless from any taxes, interest, or other expenses (including legal and/or

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accounting expenses) that might be due or incurred in conjunction with or as a result of any such determination.

ARTICLE VI

ATTORNEYS' FEES AND COSTS

6.1. Responsibility. Each party shall be responsible for his or her own attorneys' fees and costs incident to the proceedings in the pending action. As to fees for JEROME_H. LIPMAN, the Husband shall not pay any more (having paid the \$3,000 retainer), and the Wife shall pay \$3,000.

6.2. Enforcement. In any proceeding for enforcement of any provision of this agreement, if the Court finds that a party's material non-compliance was without cause or justification, the non-complying party shall pay the other party's costs and reasonable attorneys' fees in bringing the proceeding to secure compliance.

ARTICLE VII

GENERAL PROVISIONS

7.1. Execution of Documents. Each of the parties hereby agrees to make, execute, acknowledge and deliver, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time,

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to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to 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 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

7.2. Mutual Releases. To the fullest extent permitted by law, and except as otherwise provided in this Agreement, each of the parties does hereby forever relinquish, release, waive and

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forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and

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deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment 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 express provisions of this Agreement.

7.3. Waiver of Estate Claim. Subject to the express terms of the Agreement, each of the parties hereby waives and relinquishes all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto 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 of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testamentary

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disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

7.4. Incorporation - Non-Merger. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall also be enforceable as a contract and shall not be merged into such Judgment of Dissolution of Marriage.

7.5. Construction of Agreement.

A. Recitals. The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

B. Captions. The captions contained in this Agreement are for convenience only and are not intended to limit limit or define the scope or effect of any provision of this Agreement.

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C. Singular or Plural. Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

D. Amendment. The parties may only amend this Agreement by a written agreement dated and signed by them; and, to the extent provided in subparagraph 3.2(D), above, this Agreement shall be non-modifiable by a Court, unless both parties concur in writing. No oral agreement shall be effective to in any manner waive any terms or conditions of this Agreement.

E. Entire Agreement. The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

F. Governing Law. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or the Wife.

G. Effective Date. This Agreement shall become effective in the event and upon the date a Judgment of Dissolution of Marriage is granted to the parties at any time hereafter. In the event the court should refuse to grant a

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Judgment of Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first above written.

Christine L. Ifergan
CHRISTINE L. IFERGAN

Charles Ifergan
CHARLES IFERGAN

Property of Cook County Clerk's Office

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EXHIBIT "A"

MARITAL RESIDENCE 228813

The real estate of CHRISTINE L. IFERGAN and CHARLES IFERGAN, in which the former resides and has been the marital home of the foregoing, is located at 1000 North State Street, Chicago, Illinois (Unit 9) and is legally described as follows:

That part of Lot 11 in Newberry Estate Trustee's Subdivision of Lot 5 in Block 16 in Dushnell's Addition to Chicago, being the East 1/2 of the Southeast 1/4 of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, together with that part of Block 5 in Canal Trustee's Subdivision of the South fractional 1/4 of Section 3, aforesaid, lying above a horizontal plane 45.08 feet above Chicago city datum and being bounded and described as follows; The West 23.42 ft. of the East 47.17 ft., both as measured at right angles to the most easterly line thereof, of the following described parcel: Commencing at the Southwest corner of said Lot 11; thence due North along the West line of said Lot 11, 7.58 ft.; thence due East, 1.70 ft. to a point for the place of beginning of the tract of land herein described; thence due North, 13.44 ft.; thence due West, 1.33 ft.; thence due North, 4.53 ft.; thence due East, 1.33 ft.; thence due North, 47.95 ft.; thence due East, 15.15 ft.; thence South 45° East, 1.88 ft.; thence due East, 14.54 ft.; thence North 45° East, 1.88 ft.; thence due East, 29.64 ft.; thence South 45° East, 1.88 ft.; thence due East, 7.60 ft.; thence due South, 4.86 ft.; thence due East, 6.94 ft.; thence North 45° East, 1.88 ft.; thence due East, 29.64 ft.; thence South 45° East, 1.88 ft.; thence due East, 6.94 ft.; thence due North, 1.92 ft.; thence due East, 1.54 ft. to a point 120.34 ft. East of the West line of said Lot 11, said point being on a line drawn at right angles to said West line of Lot 11 at a point 69.23 ft. North of the Southwest corner of said Lot 11; thence due South, 3.97 ft.; thence due East, 22.54 ft.; thence due South, 57.17 ft.; thence due West, 23.42 ft.; thence due South, 1.95 ft.; thence due West 47.50 ft.; thence due North, 4.86 ft.; thence due West 9.67 ft.; thence South 45° West, 4.84 ft.; thence due West, 20.0 ft.; thence North 45° West, 4.84 ft.; thence due West, 20.0 ft.; thence South 45° West, 4.84 ft.; thence due West, 10.33 ft.; to the place of beginning.

Said residence is encumbered by a first mortgage in the approximate amount of NINETY THOUSAND DOLLARS (\$90,000)

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EXHIBIT B

PROMISSORY NOTE

\$125,000.00

Chicago, Illinois
December __, 1986

FOR VALUE RECEIVED, I, the undersigned, promise to pay to the order of CHRISTINE L. IFERGAN, the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000), on or before the earlier of (a) December 15, 1987, or (b) the tenth (10th) day subsequent to the closing on the sale by CHARLES IFERGAN of the real estate described in the immediately following paragraph. Payment(s) hereunder are to be mailed to CHRISTINE L. IFERGAN, 1000 North State Street, Chicago, Illinois 60610, or at such other address as to which she may advise in writing.

The payment of this Note is secured by a second mortgage in favor of CHRISTINE L. IFERGAN, as mortgagee, with CHARLES IFERGAN, as mortgagor, on real estate in the County of Cook, State of Illinois, titled directly or indirectly in the name of CHARLES IFERGAN, and located at 1433 Dearborn, Chicago, Illinois and reference is made to said mortgage for the legal description of the aforesaid collateral.

If not paid on or before December 15, 1987, this Note shall thereafter bear interest at the rate of six and one-half (6-1/2%) per annum on the outstanding balance. If this Note is not timely paid, the undersigned shall bear all costs of collection incurred by CHRISTINE L. IFERGAN.

This Note may be prepaid at any time or from time to time in whole or in part, without penalty or premium.

DATED this ___ day of December, 1986.

CHARLES IFERGAN

SUBSCRIBED AND SWORN TO
before me this ___ day
of _____, 1986.

Notary Public

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C.I.

C.L.I.

EXHIBIT C

PROMISSORY NOTE

\$582,000.00

Chicago, Illinois
December __, 1986

FOR VALUE RECEIVED, I, the undersigned, promise to pay to the order of CHRISTINE L. IFERGAN, the principal sum of FIVE HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$582,000), plus any unpaid interest in accordance with the terms set out in the following paragraph. Payment(s) hereunder are to be mailed to CHRISTINE L. IFERGAN, 1000 North State Street, Chicago, Illinois 60610, or at such other address as to which she may advise in writing.

The total principal amount of this Note consists of two components, as follows:

(a) The first component, in the initial principal amount of FOUR HUNDRED THIRTY TWO THOUSAND DOLLARS (\$432,000) shall be payable in semi-monthly installments of (i) FOUR THOUSAND DOLLARS (\$4,000) for thirty-six (36) months (over the period December __, 1986 to November 30, 1989) and (ii) TWO THOUSAND DOLLARS (\$2,000) per payment for thirty-six (36) months (over the period December 15, 1989 - November 30, 1992). As per subparagraph 3.2 of the Marital Settlement Agreement between CHRISTINE L. IFERGAN and CHARLES IFERGAN, dated December __, 1986, the foregoing semi-monthly payments under this Note shall be treated as being timely paid if the full amount of alimony due to CHRISTINE L. IFERGAN as of a particular due date under subparagraph 3.2(A) of said Agreement is timely paid, each semi-monthly payment of the latter being intended to encompass a semi-monthly payment under this Note. [For example, if the FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) of alimony due to CHRISTINE L. IFERGAN on December __, 1986, under the aforesaid subparagraph 3.2(A), is paid, the FOUR THOUSAND DOLLARS (\$4,000) due on such date under this Note shall also be deemed to have been paid.] Semi-monthly payments under this sub-provision (a) shall not bear interest.

(b) The second component, in the initial principal amount of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), shall bear interest at the rate of six and one-half percent (6-1/2%) per annum on the outstanding balance. Said principal, plus accrued

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interest on the outstanding balance, shall be paid in three equal annual installments of FIFTY THOUSAND DOLLARS (\$50,000) per installment, one installment (plus interest) being due on each of (i) December 15, 1987, (ii) December 15, 1988, (iii) December 15, 1989.

The payment of this Note is secured by a second mortgage in favor of CHRISTINE L. IFERGAN, as mortgagee, with CHARLES IFERGAN, as mortgagor, on real estate in the County of Cook, State of Illinois, titled directly or indirectly in the name of CHARLES IFERGAN, and located at 106-108 East Oak Street, Chicago, Illinois, and reference is made to said mortgage for the legal description of the aforesaid collateral.

If any amount due under this Note is not paid, the undersigned shall bear all costs of collection incurred by CHRISTINE L. IFERGAN.

This Note may be prepaid at any time or from time to time in whole or in part, without penalty or premium.

DATED this ____ day of December, 1986.

CHARLES IFERGAN

SUBSCRIBED AND SWORN TO
before me this ____ day
of _____, 1986.

Notary Public

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C.L.E.

C.F.

EXHIBIT "D"

REALTY ALLOCABLE TO CHARLES IFERGAN

The following parcels of real estate are the ones allocable to CHARLES IFERGAN under the Marital Settlement Agreement between CHARLES IFERGAN and CHRISTINE L. IFERGAN dated December _____, 1986, subject to certain provisions in favor of CHRISTINE L. IFERGAN:

- 1. 35 East Schiller Street, Chicago, Illinois

Legal Description:

Lot 2 in Ostrom's Subdivision of Lots 23 to 26, inclusive, in Block 4 in Catholic Bishop of Chicago's Lake Shore Drive Addition to Chicago, in the North 1/2 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Encumbrance(s):

Mortgage balance per 7/22/85 statement - \$480,000.

P.I.N. 17-03-103-014-0000

- 2. 106-108 East Oak Street, Chicago, Illinois

Legal Description:

The East 26-2/3 ft. of Lot 19 and the West 10 feet of Lot 20 (except the North 8 feet of said Lots taken for alley) in Collins Subdivision of the South half of Block 7 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South fractional half of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Encumbrance(s):

Mortgage balance per 7/22/85 statement - \$466,555.

P.I.N. 17-03-204-057-0000

- 3. 380-390 County Line Road, Deerfield, Illinois

Encumbrance(s):

Mortgage balance per 7/22/85 statement - \$505,000.

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Legal Description:

PARCEL A

The East 50.0 feet of that part of the SE 1/4 of Section 33, Twp. 43 North, Range 12 East of the 3rd P.M. lying West of a line 200.0 feet East of and parallel with the West line of said SE 1/4 and Southerly of a line drawn from a point on the West line of said SE 1/4 126.65 feet (128.44 meas.) North of the SW corner of said SE 1/4 to a point in the center line of Waukegan Road 450.0 feet NWly of the intersection of said center line of Waukegan Road with said South line of the SE 1/4, in Lake County, Illinois.

PARCEL B

The East 50.0 feet of that part of the SE 1/4 of Section 33, Twp. 43 North, Range 12 East of the 3rd P.M. lying West of a line 250.0 feet East of and parallel with the West line of said SE 1/4 and Southerly of a line drawn from a point on the West line of said SE 1/4 126.65 feet (128.44 meas.) North of the SW corner of said SE 1/4 to a point in the center line of Waukegan Road 450.0 feet NWly of the intersection of said center line of Waukegan Road with said South line of the SE 1/4 in Lake County, Illinois.

PARCEL C

The East 50.0 feet of that part of the SE 1/4 of Section 33, Twp. 43 North, Range 12 East of the 3rd P.M. lying West of a line 300.0 feet East of and parallel with the West line of said SE 1/4 and Southerly of a line drawn from a point on the West line of said SE 1/4 126.65 feet (128.44 meas.) North of the SW corner of said SE 1/4 to a point in the center line of Waukegan Road 450.0 feet NWly of the intersection of said center line of Waukegan Road with said South line of the SE 1/4, in Lake County, Illinois.

PARCEL D

That part of the SE 1/4 of Section 33, Twp. 43 North, Range 12 East of the 3rd P.M. described as follows: Beginning at a point on the South line of said SE 1/4 of Section 33, 300.0 feet East of the SW corner of said SE 1/4; thence North along a line parallel with the West line of said SE 1/4 282.78 feet, more or less, to a line drawn from a point on said West line of the SE 1/4 126.65 feet (128.44 meas.) North of the SW corner of said SE 1/4 to a point in the Center line of Waukegan Road 450.0 feet NWly of the intersection of said center line of Waukegan Road with said South line of the SE 1/4; thence NEly along the last described line 258.67 feet, more or less, to said point in the center line at Waukegan Road; thence SEly along the center line of Waukegan Road 30.17 feet; thence SWly at right angles to the center line of Waukegan Road 217.99 feet, more or less to a line 350.0 feet East of and parallel with said West line of the SE 1/4 thence South 274.45 feet, more or less, to a point on the South line of said SE 1/4 350.0 feet East of said SW corner of the SE 1/4; thence West 50.0 feet to the point of beginning, in Lake County, Illinois.

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4. 1433 North Dearborn, Chicago, Illinois

Legal Description:

The North 25.8 feet of the South 252.8 feet of Lot "B" in Block 2 in Catholic Bishop of Chicago Subdivision of Lot 13 in Bronson's Addition to Chicago, in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Encumbrance(s):

Mortgage balance per 7/22/85 statement - \$493,000.

P.I.N. 17-04-211-001-0000

5. 1 S. 465 Summit Ave., Oak Brook Terrace, Illinois -
and 17 W. 567 Southlane Drive, Villa Park, Illinois

Encumbrance(s):

Closing documents show a \$500,000 encumbrance.

Legal Description:

That part of the East half of the Southwest quarter of Section 22, Township 39 North, Range 11, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the South line of Section 22 and the West line of the East half of the Southwest quarter of Section 22; thence Northerly along aforesaid West line of the East half of the Southwest quarter of Section 22, a distance of 7,059.97 feet to a point in the South line (extended) of Block 9 of Arthur T. McIntosh and Company's Westlands Unit No. 3; thence Northeasterly along said South line, a distance of 51.23 feet to a Place of Beginning; thence continuing Northeasterly along said last described line a distance of 339.80 feet to a point in the Northerly line of Butterfield Road; thence Southwesterly along the Northerly line of Butterfield Road, being a curve to the left, and having a radius of 28,690.8 feet, tangent to curve angle of 164 degrees 19 minutes to the right with the prolongation of the last described course, a distance of 322.8 feet to a point; thence Northwesterly along a line at an angle of 61 degrees 06 minutes to the right with the prolongation of the tangent to the curve at the last described point, a distance of 57.05 feet to a point; thence Northerly along a line 50.0 feet Easterly of and parallel with the Westerly line of aforesaid East half of the Southwest quarter of Section 22, which forms an angle

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of 57 degrees 50 minutes to the right with the prolongation of the last described course, a distance of 50.12 feet to the Plat of Beginning, (excepting from said tract the following described property; Commencing at the intersection of the South line of Section 22 and the West line of the East half of the Southwest quarter of Section 22; thence Northerly along aforesaid West line of the East half of the Southwest quarter of Section 22, a distance of 2,059.97 feet to a point in the South line (extended) of Block 9 of Arthur T. McIntosh and Company's Westlands Unit No. 3; thence Northeasterly along said South line a distance of 238.23 feet for a Place of Beginning; thence continuing Northeasterly along said last described line a distance of 152.80 feet to a point in the Northerly line of Butterfield Road; thence Southwesterly along the Northerly line of Butterfield, being a curve to the left, and having a radius of 28,690.8 feet, tangent to curve angle of 154 degrees 19 minutes to the right with the prolongation of the last described course a distance of 147.80 feet to a point; thence Northwesterly a distance of 41.20 feet, more or less, to the Place of Beginning), all in DuPage County, Illinois.

Property of Cook County Clerk's Office

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EXHIBIT E

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

#26828

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

IN RE THE MARRIAGE OF)
)
CHARLES IFERGAN,)
)
Petitioner and)
Counter-Respondent,)
) No. 84 D 11844
and)
)
CHRISTINE L. IFERGAN.)
)
Respondent and)
Counter-Petitioner.)

QUALIFIED DOMESTIC RELATIONS ORDER,
AS STIPULATED BETWEEN THE PARTIES

This cause coming before this court for the purpose of entry of a Qualified Domestic Relations Order under the Retirement Equity Act of 1984; the parties being in agreement; and the Court being fully advised in the premises;

THE COURT FINDS AS FOLLOWS:

A. On December ____, 1986, this Court entered a Judgment for Dissolution of Marriage approving and incorporating the parties' Marital Settlement Agreement, dated December ____, 1986, dissolving the parties' marriage and resolving property distribution issues pursuant to the Illinois Marriage and Dissolution of Marriage Act (S.H.A. Ch. 40, Par. 101 et seq.);

B. Said judgment relates in part to the marital property rights of CHRISTINE L. IFERGAN, the former spouse of CHARLES IFERGAN, who has potential retirement benefits from the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES PROFIT-SHARING PLAN and under the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING TRUST and provides that certain of such benefits are to be transferred to CHRISTINE L. IFERGAN.

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C. Said Judgment further contains the provisions of the findings and orders set forth herein, which are intended by the parties to constitute a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, providing for a single lump-sum distribution to CHRISTINE L. IFERGAN (eligible for roll-over or transfer to an individual retirement account (IRA) for her sole benefit).

D. The CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN provides or will provide for a lump-sum distribution as one form of benefit, and the distribution required hereunder is permissible or shall be permissible (in accordance with amendments thereto, to be adopted).

E. No portion of any potential benefits of CHARLES IFERGAN are required to be paid to any other alternate payee under any other qualified domestic relations order, and no such order has ever been entered relative to any such potential benefits of CHARLES IFERGAN.

F. The address of CHRISTINE L. IFERGAN, the alternate payee under this order, is 1000 North State Street, Chicago, Illinois 60610. The address of CHARLES IFERGAN, the participant under this order, is 38 East Schiller Street, Chicago, Illinois 60610.

G. The present value of the vested accrued benefit of CHARLES IFERGAN under the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES PROFIT-SHARING PLAN (without taking into account the present value of any employer subsidy for early retirement) exceeds ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).

IT IS HEREBY ORDERED, AS FOLLOWS:

1. That the right to receive so much of the accrued benefit under the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN of CHARLES IFERGAN as has a present value of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) on the day of entry of a judgment for dissolution of the marriage between CHRISTINE L. IFERGAN and CHARLES IFERGAN, is assigned to CHRISTINE L. IFERGAN.

2. That the CHARLES IFERGAN COIFFURES LTD. EMPLOYEES' PROFIT SHARING TRUST shall pay such benefit to CHRISTINE L. IFERGAN in a single lump sum cash distribution of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) in a form eligible for roll-over or transfer to an individual retirement account (IRA), subsequent to but within ninety (90) days of the date of entry of a judgment for dissolution of marriage between CHRISTINE L. IFERGAN and CHARLES

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IFERGAN, as if CHARLES IFERGAN had then retired under the Plan; and that, if such payment is not made within the foregoing ninety (90) day period, the foregoing amount of the benefit shall be increased by TWENTY SEVEN DOLLARS (\$27) per day for each day thereafter until the full amount of the benefit is paid to CHRISTINE L. IFERGAN; and that payment pursuant to this paragraph 2 shall discharge the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING TRUST of all liability to CHRISTINE L. IFERGAN and liability pro tanto to CHARLES IFERGAN.

3. That CHARLES IFERGAN (individually and in his capacity as sole shareholder and President of CHARLES IFERGAN COIFFURES, LTD.) shall forthwith execute or cause to be executed such documents or do such acts as are necessary to give CHRISTINE L. IFERGAN the right to exercise to her benefit the right to receive the above described lump-sum distribution in the form set out in paragraph 2, above, including carrying out such steps as are necessary to amend said Plan and Trust so as to effectuate the distribution to CHRISTINE L. IFERGAN.

4. That CHARLES IFERGAN shall waive and is now barred from electing any options, causing any amendments to be adopted to the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN, or taking any other steps to the extent such options, amendments, or other steps would in any way impair CHRISTINE L. IFERGAN's right to receive the above described lump-sum distribution. Notwithstanding the preceding, CHARLES IFERGAN shall be able to execute and cause amendments to be adopted by the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN which, in the opinion of counsel to said Plan, are necessary to maintain qualification of said Plan and its Trust under Sections 401(a) and 501(a) of the Internal Revenue Code.

5. That nothing in this Order requires and the Order shall not be construed to require:

(a) The CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING TRUST to provide any type or form of benefit or any option not otherwise provided under the related Plan; or

(b) The CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING TRUST to provide increased benefits.

6. That this Order is applicable to the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN AND TRUST.

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7. That this Court retains jurisdiction to amend this Order for the purpose of establishing or maintaining this Order as a Qualified Domestic Relations Order; that, further, the court may amend this Order to revise or conform its terms so as to effectuate the express provisions of this Order, the parties' Marital Settlement Agreement dated December _____, 1986, and the Judgment for Dissolution of Marriage, as well as any modification to said Agreement and Judgment, as well as their intent as expressed in said Agreement and this Order.

8. That a copy of this Order shall be promptly submitted by CHRISTINE L. IFERGAN or her counsel to the Plan Administrator of the CHARLES IFERGAN COIFFURES, LTD. EMPLOYEES' PROFIT-SHARING PLAN and the Trustees of the related TRUST.

ENTER:

DATED:

J U D G E

SO STIPULATED:

CHARLES IFERGAN, Petitioner
and Counter-Respondent

CHRISTINE L. IFERGAN, Respondent
and Counter-Petitioner

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a Judgment of Dissolution of Marriage and the bonds of marriage heretofore existing between the Petitioner, CHARLES IFERGAN, and the Respondent, CHRISTINE L. IFERGAN, be, and the same are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent, dated December 22, 1986, and hereinabove set forth in full, is made a part of this Judgment of Dissolution of Marriage, and all of 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. Pursuant to the terms of said Marital Settlement Agreement and to the extent provided by such terms, as well as under the provisions of Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, said Agreement shall not be modifiable by subsequent action of any Court without the express written consent of the parties hereto.

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 all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated December 22, 1986, as hereinabove set forth.

APPROVED:

[Signature]
Attorney for Petitioner

ENTER:

[Signature]
JUDGE

[Signature]
Attorney for Respondent

SCHILLER, DU CANTO AND FLECK, LIMITED - #26828
Attorneys for Respondent and Counter-Petitioner
100 West Monroe Street, 6th Floor
Chicago, Illinois 60603
(312) 641-5560

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS, ss.
COUNTY OF COOK

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:

DEPT-01 RECORDING \$76.00
#42228 15644 4934 05/27/88 12:55:00
#2201 8 5 * 88-225813
COOK COUNTY RECORDER

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in a certain cause lately pending in said Court, between
CHARLES IFERGAN plaintiff/petitioner
and CHRISTINE L. IFERGAN defendant/respondent

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 26th
day of May, 1988

Morgan M. Finley Clerk

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08/11/2011

SIDNEY S. SCHILLER
260 N. LA SALLE ST
CHICAGO, IL
60601



Property of Cook County Clerk's Office