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

89428741

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DIVORCE DIVISION

IN RE: THE MARRIAGE OF)

SHIRLEY CLAIR,)
Petitioner,)

and)

CHARLES CLAIR,)
Respondent.)

No. 84 D 16261

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner, SHIRLEY CLAIR, by her attorney, JANICE I. MILLETTE, and the Respondent, CHARLES CLAIR, by his attorney, DANIEL H. BROWN, and the parties having stipulated that this matter be heard as an uncontested matter, and this cause coming on for a hearing upon the Petition for Dissolution of Marriage of the Petitioner, and the Petitioner and Respondent appearing in open Court in their own proper persons; and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in Petitioner's Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being advised in the premises, finds:

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

2. The Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and at the time of the hearing pursuant thereto and has maintained a domicile in the State of Illinois for more than (90) days next preceeding the making of the findings;

3. The parties were married on May 31, 1975 and said marriage was registered in Chicago, Cook County, Illinois;

4. No children were born to the parties, no children were adopted by the parties and the Petitioner is not now pregnant;

5. That the parties have been separated and living apart for a continuous period since September, 1984 and that irreconcilable differences have caused an irretrievable breakdown of the marriage;

6. That efforts of reconciliation have failed and that future efforts at reconciliation would not be in the interests of the parties;

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

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8. The parties hereto have entered into a written Property Agreement dated June 1, 1989 concerning the questions of maintenance and the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which 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:

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, SHIRLEY CLAIR, and the Respondent, CHARLES CLAIR, is hereby dissolved.

2. The Property Settlement Agreement between the Petitioner and the Respondent dated June 1, 1989 and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; all the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if

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3. The 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 said agreement.

4. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

5. Any rights, claim, demand or interest of the parties in and to, maintenance for themselves, whether past, present, or future, and in and to the property of the other, whether real, personal, or mixed, of whatsoever kind and nature and wheresoever situated, including but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

6. The Respondent shall be forever barred from seeking maintenance from the Petitioner, and Petitioner shall be forever barred from seeking maintenance from Respondent.

7. The Respondent is entitled to continue the use of her married name; to wit: Shirley WENZEL.

8. The Respondent shall not dispose of, encumber, transfer or alienate his interest in ^{THE VACANT LOT LOCATED ON OAKLEY, CHICAGO, ILL.} the residence located at 3355 N. Natchez, Chicago, Illinois or the Respondent's vested pension at the Municipal Employees Annuity and Benefit Fund of Chicago

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-11-89

Aurelia Pinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT

COURT AND OBEYANCE THEREOF IS SUBJECT TO THE

PENALTY OF THE LAW

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without prior leave of Court. Once the Respondent has paid the Petitioner the settlement sum of \$28,000 set forth in Paragraph 2 of the Settlement Agreement incorporated herein this restriction on alienation shall cease to have any effect.

8. In the event it becomes necessary for either party to retain counsel to return to court for the purpose of enforcing the terms of this Judgment, said party shall be entitled to collect from the other party all costs and reasonable attorneys' fees incurred by said party to secure enforcement of the provisions of this Judgment.

9. This Court expressly retains jurisdiction of this Cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Property Settlement Agreement made in writing between the parties hereto dated June 1, 1989, as hereinabove set forth.

ENTER:

ENTERED
SEP 8 1989
EDWARD G. FINNEGAN

JUDGE

Daniel H. Brown
Brown & Statza
53 West Jackson, #809
Chicago, IL 60604
312/663-4410

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PROPERTY SETTLEMENT AGREEMENT

This agreement was made and entered into on the 1st day of [redacted], 1989, by and between SHIRLEY CLAIR, (hereinafter referred to as "Wife") of the City of Chicago, County of Cook and State of Illinois, and CHARLES CLAIR, (hereinafter referred to as "Husband"), of the City of Chicago, County of Cook and the State of Illinois.

A. The parties hereto were lawfully married on May 31, 1981, in Chicago, Illinois and said marriage was registered in Cook County, Illinois.

B. That the parties have been living separate and apart since SEPTEMBER, 1981; A.E. C.C.

C. That the Husband has been guilty of mental cruelty as against the Wife.

D. The Wife has filed against the Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under the Docket No. 84 D 16261. The case is entitled In Re the Marriage of SHIRLEY J. CLAIR, Petitioner, and CHARLES J. CLAIR, Respondent, and the case remains pending and undetermined.

E. That no children were born to the marriage of the parties, nor were any adopted, and the Wife is not now pregnant.

F. The parties hereto consider it in their best interests to settle between themselves now and forever the matters of maintenance and support, their respective rights of property,

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and all other rights of property or otherwise growing out of the marital or any other relationship now or previously existing between them and which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description, which either of them has or may hereafter have or claim to have against the other, or in or to any property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them.

G. The parties ^{REPRESENT} ~~acknowledge~~ that each has ~~been~~ fully informed ^{THE OTHER} of the wealth, marital property and non-marital property, estate and income ^{BEHAVING TO HIM OR HER} ~~of the other~~. Each party also acknowledges that he and she is conversant with all of the wealth, marital property and non-marital property, estate and income of the other ^{AS REPRESENTED BY THE OTHER} and that each has been fully informed of his or her respective rights in ^{A.C.} the premises. ^{C.C.}

H. The Wife has employed and had the benefit of counsel of JANICE I, MILLETTE. The husband has employed and had the benefit of DANIEL H. BROWN and WILLIAM G. HUTUL.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

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1. RIGHT OF ACTION

This Property Settlement Agreement is not one to obtain or to stimulate a Dissolution of Marriage. The Wife reserves the right to prosecute any action for Dissolution of Marriage which she may hereafter bring and to defend any action as may be commenced by the Husband. The Husband reserves the right to prosecute any action for Dissolution of Marriage which he shall deem necessary or proper and defend any action which Wife may bring against the Husband.

2. MARITAL PROPERTY

Wife agrees to accept the sum of Twenty Eight Thousand Dollars (\$28,000.00) as settlement and in lieu of any right, claim or interest she may have in the marital residence, commonly known as 3355 N. Natchez, Chicago, Illinois, the empty lot located at 3013 N. Oakley, Chicago, Illinois, and any interest in the business known conducted by the Husband under the name K & C Masonry. The Husband shall pay the Twenty Eight Thousand Dollars (\$28,000.00) in the following installments:

- A. FIFTEEN THOUSAND DOLLARS (\$15,000.00) upon the entry of this Judgment.
- B. FIVE THOUSAND DOLLARS (\$5,000.00) plus interest at the rate of 5% per annum on the unpaid settlement balance of \$13,000.00 on or before July 4, 1990.
- C. FIVE THOUSAND DOLLARS (\$5,000.00) plus interest at the rate of 5% per annum on the unpaid settlement

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balance of \$8,000.00 on or before July 4, 1991.

C. THREE THOUSAND DOLLARS (\$3,000.00) plus interest at the rate of 5% per annum on the unpaid settlement balance of \$3,000.00 on or before July 4, 1992.

The parties also agree that the unpaid settlement balance is to be collateralized by the Husband's residence located at 3355 N. Natchez, Chicago, Illinois and by the Husband's vested pension at the Municipal Employees Annuity and Benefit Fund of Chicago.

Wife agrees to execute any and all documents necessary to transfer whatever interest she may have in the marital & C. C. residence and the empty lot to Husband by way of Quit Claim Deed to be executed and recorded on the date of the entry of the Judgment of Dissolution.

Except as provided herein, all of the furniture, furnishings and other personal property in the possession of the respective parties shall be the sole and exclusive property of that respective party. Wife and Husband acknowledge that all other marital property has been amicably divided.

4. HEALTH INSURANCE

The parties agree that the Wife may purchase individual health insurance through the Husband's health insurance provider at her own expense for the maximum time period permitted, including dental insurance if offered.

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4. MAINTENANCE

Each party hereby waives any right of maintenance he or she may have from the other.

5. MARITAL DEBTS AND ATTORNEYS' FEES

Each party shall be responsible for all debts incurred by that Party in that Party's name alone and shall hold the other party harmless thereupon.

Each party shall be responsible for his or her own attorneys fees incurred by this proceeding.

6. NON-MARITAL PROPERTY

Husband and Wife acknowledge that they are in possession of all of their personal non-marital property.

7. INCOME TAX RETURN

The parties agree to file separate income tax returns for the years 1988 and 1989.

IT IS AGREED by the parties hereto that if at any time, for any cause, either shall procure a decree of Dissolution of Marriage, the terms and provisions of this Agreement shall be incorporated into and become a part of said decree dissolving their marriage.

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



CHARLES CLAIR



SHIRLEY CLAIR

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The interest in the Husband's name in the Municipal Employees Annuity and Benefit Fund of Chicago or successor, (referred to hereinafter as the "Plan") shall be divided between the parties as follows:

A. Assignment of a Portion of Participant's Benefits to Alternate Payee: The Wife is hereby assigned a portion of the benefits payable to the Husband as a "participant" under the aforementioned Plan, as the "alternate payee" computed in accordance with this Article A.

The Marital Portion shall be equal to the amount accumulated by the Husband under the defined benefit plan through the date of entry of a Judgment of Dissolution of Marriage in this cause. All amounts accumulated by the Husband after the entry of a Judgment of Dissolution of Marriage shall be the Husband's property, and the Wife shall have no claim thereon.

The Wife's share or the marital portion of the Plan shall be determined in accordance with the type of benefits available and shall be calculated and distributed to her pursuant to the following:

1. Monthly or Other Periodic Disbursement of Benefits: To the extent that the disbursement of benefits to the Husband pursuant to the Plan can only be made on a monthly or other regular periodic basis, then the Wife shall be entitled to receive an amount equal to 50% (fifty percent) of the "marital portion" (as defined hereinabove) of each of such monthly

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periodic payment. Payments shall be made for the duration of the Husband's life, or for any other duration specified by the Plan.

2. Earliest Retirement Age Option: In the event the Wife elects to obtain benefits at the Earliest Retirement Age, the benefits shall be payable to the Wife on or after the date on which the Husband attains (or would have obtained) Earliest Retirement Age, as if the Husband had retired on that date even if the Husband has not actually retired or seperated from service.

B. Acknowledgment That Requirements for Qualified Domestic Relations Order Have Been Complied With: The foregoing terms and provisons are not to be construed to:

1. Require a Plan to provide any type form of benefits, or any option (with the exception for payment to Wife after early retirement age) not otherwise provided for under the Plan;

2. Require a Plan to provide increased benefits (determined on an actuarial value);

3. Require the payment of benefits to the wife which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

C. Savings Clause: It is the intention of the Wife and Husband that the foregoing provisions shall qualify as a Qualified Domestic Relations Order and whenever the provisions hereunder are inconsistent with the definition of a Qualified

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Domestic Relations Order as may be contained, from time to time, in the Internal Revenue Code of 1954, as amended, and/or the Employee Retirement Income Security Act of 1974, as may or may not be amended, this Agreement shall be amended, from time to time as may be necessary, to comply with the requirements for a Qualified Domestic Relations Order. Both parties shall enter into an agreed order of Court as may be reasonably required to amend this Order and/or the Judgment of Dissolution of Marriage to so comply. This Court retains jurisdiction to modify or enforce the provisions of this order. Jurisdiction to modify shall be limited to the purposes expressed in this paragraph.

Participant: Charles Clair

Alternate Payee: Shirley Clair

JUDGE

DATED: _____

Daniel H. Brown, #11970
William G. Hutul
53 W. Jackson Blvd., #809
Chicago, IL 60604
(312) 663-4410

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Lot 25 in Oliver L. Watson's Resubdivision of Blocks 2, 3, 6 and Lots 1, 2, 5 to 8 in Block 7, all in Stevens Roscoe street Subdivision of 748.50 feet North of and adjoining the South 748.50 feet of that part of the South East $\frac{1}{4}$ of Section 19, Township 40 North, Range 13, East of the Third Principal Meridian, between Chicago, Milwaukee and St. Paul Railroad and the center of North 64th Avenue, in Cook County, IL

PERMANENT tax number 13-19-424-003-0000

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COOK COUNTY RECORDS

131111 FROM 1810 09/12/09 15:11:00
*1-86-424-003-0000
DEPT-01

05/20/09



Jawile I. Milich
25 East Washington #1244
Chicago, IL 60602

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-11-09

Aurelia Percinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE

PENALTY...

26.00 Mail