

# UNOFFICIAL COPY

Judgment of Dissolution. This order is final. All issues in controversy have been resolved.

2001 3 8 7

90222387

ATTORNEY I.S. 21648

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

ENTERED

DEC -7 1987

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

RICHARD S. KELLY 287

IN RE: THE MARRIAGE OF  
RUDINE M. TUCKER,  
  
Petitioner,  
  
and  
  
THOMAS L. TUCKER,  
  
Respondent.

No. 85 D 23091

DEPT-01 RECORDING  
T#2222 TRAN 5813 05/14/98 13:04:00  
#4646 # B \* -90-222387  
COOK COUNTY RECORDER

### JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition for Dissolution of Marriage of the Petitioner, RUDINE M. TUCKER, through her attorney, and the Respondent, THOMAS L. TUCKER, through his attorney, the Court having jurisdiction of the parties and subject matter, finds:

1. That at the commencement of the within action, the Petitioner, RUDINE M. TUCKER, was domiciled in the State of Illinois and has maintained said domicile for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.
2. That the parties were lawfully married on July 24, 1971, in Berwyn, Illinois, County of Cook.
3. That four (4) children were born to the parties as a result of their marriage. These children are TRAVIS TUCKER, presently thirteen (13) years of age, having been born on July 9, 1974; GABRIEL TUCKER, presently eleven (11) years of age, having been born on May 26, 1976; SETH TUCKER, presently eleven (11) years of age, having been born on May 26, 1976; and LOGAN TUCKER, presently eight (8) years of age, having been born on January 27, 1979. All children are presently residing with the Mother. No other children were born

-90-222387

8791481650

3800  
mail  
W.  
H.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01-555381

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

to or adopted by the parties as a result of the marriage and the Petitioner is not now pregnant.

4. That the Respondent is guilty of extreme and repeated mental cruelty.

5. That the parties have entered into a written Marital Settlement Agreement respecting their respective rights; that said Marital Settlement Agreement has been received in evidence and has been approved by the parties as being fair, just, and reasonable and the Court has considered and approved said Marital Settlement Agreement as an equitable and satisfactory resolution of the matter contained therein, including but not limited to, provisions for maintenance and the disposition of property; that the parties are desirous to incorporate said Marital Settlement Agreement within this Judgment for Dissolution of Marriage; that said Marital Settlement Agreement is as follows:

Property of Cook County Clerk's Office

90222387

87D1481651

W. J. P.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 3 7 EXH. A.

D

## AGREEMENT

THIS AGREEMENT, made Dec. 7, 1987, at Chicago,

Illinois, by and between RUDINE MARIE TUCKER (hereinafter referred to as "Wife"), residing in Schaumburg, Illinois, and THOMAS L. TUCKER (hereinafter referred to as "Husband"), residing in Schaumburg, Illinois.

- A. The parties were lawfully married at Berwyn, Illinois, on July 24, 1971.
- B. That parties hereto are now separated and are living separate and apart.
- C. Four (4) children were born to the parties as a result of their marriage. These children are TRAVIS TUCKER, presently thirteen (13) years of age, having been born on July 9, 1974; GABRIEL TUCKER, presently eleven (11) years of age, having been born on May 26, 1976; SETH TUCKER, presently eleven (11) years of age, having been born on May 26, 1976; and LOGAN TUCKER, presently eight (8) years of age, having been born on January 27, 1979. All children are presently residing with the Mother. No other children were born to or adopted by the parties as a result of the marriage and the Wife is not now pregnant. Husband and Wife agree that each is a fit and proper person to have the custody of the children.

D. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division under docket number 85 D 23091. The case is entitled In re the Marriage of: RUDINE M. TUCKER, Petitioner, and THOMAS L. TUCKER, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle

1731481652

90222387

*[Handwritten signatures]*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

between themselves now and forever the matter of maintenance for the Wife and the Husband, the matters of custody, support, visitation, medical and related needs, and the education of the children of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to 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, or in or to any property of the other, whether real, personal, or mixed now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of counsel of MICHAEL H. MINTON as her attorney. The Husband has employed and had the benefit of JOHN R. BUCZYNA, as his attorney. Each part has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate, and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate, and income of the other and that each has been fully informed of his or her respective rights in the premises.

G. It is specifically understood by the Husband and the Wife that this agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either the Husband or the Wife that any persons, including their children, be third-party beneficiaries of this agreement now or in the future. Any benefits which may be conferred upon any persons, including the children of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and the undertakings herein contained and for other good and valuable consideration,

-2-8701481653

90222387

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

9 0 2 2 2 3 3 7

the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

## ARTICLE I

1. The foregoing recitals are made a part of this agreement.
2. This agreement is not one to obtain or stimulate a dissolution of marriage.
3. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife.

## ARTICLE II CUSTODY OF CHILDREN

1. Husband and Wife agree that each is a fit and proper person to have the custody of their children, TRAVIS, GABRIEL, SETH, and LOGAN, but has decided that the sole care, custody, control, and education of the children shall be with Wife.
2. Both Husband and Wife will use their best efforts to foster the respect, love, and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give each child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation and vacation programs hereinafter set forth to accommodate the social and school commitments of each child.
3. Both Husband and Wife shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residence, their places of employment, the phone numbers of their places of employment;

902223387

-3- 0701481654

*[Handwritten initials]*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

4. Wife shall advise Husband of any serious illness or injury suffered by any of the children as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the children to give Husband all information regarding any illness or injury if Husband requests same.

5. Wife shall advise Husband of which public elementary and high schools the children will attend. Wife shall have the right to make any final decision with respect thereto.

6. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the children. It is contemplated that no modification thereof shall be sought unless significant changes occur in the environment in which the children are being raised or in the conduct of the custodial parent which would seriously endanger the children's physical, mental, moral, or emotional health.

ARTICLE III  
VISITATION WITH CHILDREN

1. Husband shall have liberal rights of visitation with the minor children which rights of visitation shall be agreed upon between the parties and in the event that parties cannot agree, a court of competence jurisdiction shall allocate the visitation.

2. Wife shall provide the children with sufficient clothing and personal effects that may be required for their needs and comfort during each period of visitation.

3. If any of the children become seriously ill or injured during the time they are with Husband while he is exercising his visitation rights, Husband shall notify Wife of same as soon as possible. He shall give Wife the details of said illness or injury and the name and phone number of the

4301481655

W.S. JHC

90222387

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

attending physicians if any.

**UNOFFICIAL COPY**

9 0 2 2 2 3 8 7

4. If Husband should for any reason fail to comply with the child support provisions hereinafter set forth in ARTICLE IV of this agreement, that shall not be a basis for Wife to deny Husband his rights of visitation. Rights of visitation and rights to allowances shall be treated as independent covenants and enforced accordingly.

**ARTICLE IV  
SUPPORT OF CHILDREN AND RELATED MATTERS**

1. Except as otherwise provided herein, Husband shall pay to Wife as and for the support for the four (4) minor children of the parties, the sum of \$1,000.00 per month. This sum shall be changed to 35% of the Husband's net income when TRAVIS TUCKER becomes emancipated and shall be changed to 25% of the Husband's net income when GABRIEL and SETH TUCKER become emancipated. This child support shall end when LOGAN TUCKER graduates from high school which term is limited to four consecutive years. Net income shall be defined as total gross income minus, federal and state income tax (use standard), social security deduction, mandatory pension deduction, union dues, Dependent Health/Hospitalization Ins., Individual Health Hospitalization of medical expense deduction not to exceed \$25.00 per month. The parties have seriously contemplated the child support provisions itemized in this paragraph and said provisions are currently based upon the Husband's current gross earnings of \$36,000.00 per year and the parties hereto agree that the Husband can earn up to \$45,000.00 per year without his increase in earnings being a basis for the Wife seeking increase in child support. The reduction calculation shall be based on Husband then gross earnings. Wife is currently employed and the parties hereto agree that her earnings can increase to \$35,000.00 per year without said increase being a basis for decrease in child support. The parties acknowledge that there are no current arrearages of child support.

The parties recognize that during the time the children are with Husband during extended visitation vacation period, the cost to Wife for the children's support will be diminished. However, this was contemplated when the total

90222387

-54701481653

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

amount of support was determined and there shall be no abatement or diminution in child support payments at any time when Husband is exercising his right to visitation and any or all of the children are with him for that visitation period.

2. If Wife should for any reason fail to comply with the visitation provisions hereinbefore set forth in ARTICLE III of this agreement, Husband shall not be entitled to withhold from Wife any of the amounts due to her hereunder for child support or otherwise. Rights of visitation and rights to allowances shall be treated as independent covenants and enforced accordingly.

3. Commencing with and including the calendar year 1987 and in all subsequent years, so long as Husband pays the support allowances set forth herein, Husband shall be entitled to claim LOGAN and GABRIEL as dependents on his federal and state income tax returns for as long as the children can be claimed as such; and Wife shall claim SETH and TRAVIS as dependents on her federal and state income tax returns for as long as the children can be claimed as such.

4. Husband's obligation for the support of each child shall continue until the child attains full emancipation as defined in ARTICLE VII of this agreement.

## ARTICLE V MEDICAL, DENTAL, OPTICAL, AND RELATED EXPENSES OF CHILDREN

1. Husband and Wife shall equally pay for the hospital, surgical, and for the ordinary and extraordinary medical and dental care of the minor children of the parties which is not covered by insurance. The term extraordinary as used in this paragraph shall include, but not way of limitation, all operations and services rendered as a result of serious accidents or as a result of serious illness requiring hospitalization or extended medical care but shall not include routine checks ups, minor ailments, drug supplies (except if required in the treatment of serious illness). In the event of serious illness of any of the minor children or the need for hospital, surgical, or extraordinary

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

medical and dental care, Wife shall consult Husband before incurring expenses in any of those connections. It is understood by both parties that Wife's obligation to consult with Husband before incurring expenses in any of those connections, shall not apply in cases of emergency where any of the children's lives or health might be imperiled by delay. If the parties cannot agree to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition even after said expenses incurred.

2. Husband's obligation with respect to each of the children shall be terminated when the child attains full emancipation as defined in ARTICLE VII of this agreement.

3. Husband, as his sole expense, shall obtain and maintain in full force and effect while he has an obligation to pay allowances for any of the children, a major medical insurance policy covering possible major medical needs of the children. Husband shall obtain and deposit with Wife a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder. The major medical policy covering the children shall provide coverage to the minimum extend of the One Hundred Thousand (\$100,000.00) Dollars for any single illness and shall cover eighty percent (80%) of the expenses over the first Five Hundred (\$500.00) Dollars per year for all children. Wife agrees that in the event she is able to include the minor children of the parties on any insurance issued to her as a result of her employment at no additional cost to her and in the event it will allow the Husband to pay reduced premiums, Wife is under an obligation to so insure the minor children for so long as she is so employed.

4. Husband shall provide Wife with current identification cards in order to enable Wife to identify the children's coverage under the hospital and medical insurance policy to be provided by Husband hereunder.

W. 5. Husband shall cooperate with all compliance for wife to obtain medical benefit pursuant to the provisions of COBRA +  
Shira.  
731481658

902223387

W. K.H.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

## ARTICLE VI EDUCATION OF CHILDREN AND RELATED MATTERS

1. Husband and Wife shall pay in proportion to their ability for the trade school or college and professional school education expenses of the children. By "education expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration, and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority or fraternity dues, assessments and charges, and round trip transportation expenses between the trade school, college or professional school and the home of a child (if the child is in attendance at an out-of-town trade school, college or professional school), those round trips not to exceed four in any calendar year. It is agreed and understood by the parties that before they can be caused to expend their own personal funds, the children must attempt to obtain scholarships, grants, or loans for the payment of all of their expenses at school or college. After all of the above sources have been expended, then the parents' obligation shall be initiated. The parties mutually agree and acknowledge that a trust fund has been set up by the Husband's mother for the benefit of the minor children and that this fund shall be taken into consideration in determining the college expenses which the parties hereto shall be obligated to pay.

2. Husband's obligation to contribute to the college expenses is conditioned upon the following:

a. The child has at that time the desire and aptitude for a trade school, college, or professional school education;

b. The trade school or college is limited to four consecutive years after graduation from high school except the time shall be extended in the case of serious illness or military service;

c. The child carries the required number of courses or units so that he or she is considered by the school attended to be a "full-time" student and the child maintains a passing grade average as is prescribed by said school;

0708481659

90222387

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

- d. Copies of all grade reports of the child are forwarded to Husband within ten (10) days after same are issued;
- e. Husband has the financial ability to pay such trade school, college, or professional school expenses.
3. The decisions affecting the education of each child, including the choice of trade school or college, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.
4. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.

## ARTICLE VII EMANCIPATION EVENT

With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following at which time Husband's obligations for the child is detailed in this agreement shall terminate:

- a. The child's reaching majority or completing high school, trade school, or college within the time set forth in ARTICLE VI 2(b) herein, whichever shall last occur;
- b. The child's marriage;
- c. The child's having a permanent residence away from the permanent residence of the Wife. A residence at boarding school, camp, trade school, or college is not to be deemed a residence away from the permanent residence of the Wife;
- d. The child's death;
- e. Entry into the armed forces of the United States but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter as if such emancipation event by reason of that entry had not occurred;

90224387

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

f. The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete collect as set forth in ARTICLE VI, 2(b) herein shall not be deemed an emancipation event.

## ARTICLE VIII MAINTENANCE

Husband waives any claim which he has or may have against Wife for maintenance which is or was formerly known as alimony. The parties mutually acknowledge that the Wife's present physical condition has been taken into consideration. The wife has been diagnosed as having a thyroid eye disease with deplopia, probable arachnoid cyst, involving the right middle cranial fossa, sphenoid sinus, with displacement of the cavernous sinus. The parties agree that the Wife, under the limitations of this paragraph, reserves the issue of maintenance; and Wife agrees that she will seek maintenance only if she is ~~totally incapable of working at any occupation~~ <sup>unable to support herself</sup> as a direct result of the illness previously itemized in this paragraph. In the event Wife is incapacitated in any manner as a result of any other condition or illness, Wife agrees that she will not utilize that condition or illness as a basis for seeking maintenance from the Husband. It is the intent and understanding of the parties that the limited reservation of maintenance shall only take effect in the event that Wife is totally incapable of working at any occupation as a direct result of the illness specified in this paragraph and except for these limited circumstances, Wife waives maintenance from the Husband.

## ARTICLE IX SECURITY FOR ALLOWANCE, SUPPORT, AND RELATED MATTERS

1. The estate of Husband shall be charged with the obligation and a lien for the payment of all allowances, support, education expenses, medical, and all other liabilities payable by Husband hereunder. The amount remaining due, at the option of Husband's personal representative, may be capitalized with a current generally accepted accounting and actuarial practices and paid forthwith

-10-0701481661

90222387

# UNOFFICIAL COPY

Property of Cook County Clerk's Office



so that the estate of Husband can be closed promptly

9 0 2 2 2 3 3 7

2. Husband shall not perform any act, directly or indirectly, that is deliberately calculated to exhaust, diminish, or reduce the value of his holdings and assets in order to evade his obligations under this agreement or otherwise reduce the value of his estate.

ARTICLE X  
INSURANCE

1. Husband has had issued on his life, certain policies of insurance. The total face value and coverage under these policies is \$200,000.00. A list of the policy is set forth and described in Schedule "A" attached hereto, made a part hereof, and incorporated herein by reference.

2. In connection with all of the policies set forth in Schedule "A" upon the effective date of this agreement and from time to time thereafter as may be herein indicated or required, Husband shall accomplish the following:

- a. Deposit copies of the policies with Wife;
- b. Pay the premiums when they become due;
- c. Direct that duplicate premium notices and receipts be sent to Wife;
- d. If not already accomplished, he shall change the designated beneficiary to all of the parties children as primary beneficiaries with the Wife as Trustee;
- e. Pay off and retire in full any outstanding loans on the policies and not borrow against those policies in the future;
- f. Renew all policies when required so as to keep them full effective;
- g. Do all other acts and execute all documents needed to keep the policies in full force and effect and to accomplish all matters set forth above.

ARTICLE XI  
PROPERTY SETTLEMENT

MARITAL RESIDENCE: The marital residence located at 897 Ashbury Lane, Schaumburg, Illinois is owned in joint tenancy by the parties. Said residence is legally described in Schedule "B" attached hereto, made a part hereof, and incorporated herein by reference.

a. The aforesaid residence shall be used as the primary residence of the children. The Wife shall have sole and exclusive use and occupancy of

481682

90222387

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

said residence, and she shall be solely responsible for all payments to become due after the effective date of this agreement on the existing first mortgage; real estate taxes, utilities and usual monthly assessments, saving and holding the Husband harmless with respect thereto. Wife agrees that she shall be solely responsible during her period of occupancy for all necessary capital improvements, capital replacements, and major appliances, special assessments, and repairs.

b. The parties mutually agree that the Husband will be allowed to place a second mortgage or a home equity loan against the property in the total amount of \$29,000.00. This loan will be solely in the name of Husband. From the proceeds of the loan, \$10,000.00 will be delivered to Wife for the purposes of debt consolidation and home improvement. The remaining \$19,000.00 will be delivered to Husband for debt consolidation. Repayment of this second mortgage or home equity loan will be the sole and exclusive responsibility of Husband, and Husband agrees to repay said loan and to save and hold the Wife harmless from any claim thereto. The duration of this loan shall be seven (7) years, and Husband agrees to cause said loan to be paid off in its entirety within the seven (7) year period. In the event the Husband defaults on the second mortgage or home equity loan in the original amount of \$29,000.00, he forfeits all sums due to Husband in the amount of \$35,000.00 plus interest figure itemized in paragraph b of this article. In the event Husband is late on an installment due, he shall have 14 days after the due date to cure said default. The parties mutually agree that although the interest on this loan will be initially paid by Husband, all interest charges paid by Husband for this home equity loan or second mortgage, shall be reimbursed to him upon the occurrence of any event specified in paragraph c of this article. The approximate interest figure to be repaid to Husband shall not exceed \$8,572.00 and Husband shall execute a quit claim deed to Wife upon obtainment of second mortgage or upon entry of judgment whichever is first to occur.

c. The parties agree that the Wife will pay to the Husband the sum of

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 3 7

\$35,000.00 plus the interest figure itemized in paragraph b of this article to be secured by a mortgage or memorandum of judgment on the first to occur of any of the following events:

1. One Hundred and Twenty (120) days after LOGAN SCOTT TUCKER'S graduation from high school.

2. The house is sold by the Wife.

3. Within One Hundred and Twenty (120) days of the Wife's remarriage.

d. Each party agrees to retain the personal property presently in their respective possessions as their sole and exclusive property free and clear of any right, title, or interest of the other party.

e. The parties mutually agree that the federal income tax return filed by the respective parties for tax year 1986 will be amended so that a joint return is filed and that any refund that is due will be split two-thirds (2/3) to the Husband and one-third (1/3) to the Wife less any amount already received by the Wife as a result of the return initially filed by her. The parties also agree that the costs of amending this return shall be paid by Husband.

f. Each party shall keep the bank accounts presently in their respective possessions and names.

g. Wife acknowledges that the Husband has withdrawn certain funds prior to or during the period of this divorce from certain bank accounts in the amount of approximately \$13,000.00. Wife waives any claim which she has or may have against the Husband for the withdrawal of said funds. Husband acknowledges that Wife has received \$1,900.00 from the sale of a van owned by the parties during the pendency of this divorce. Husband waives and relinquishes any right or claim he may have against the Wife for the receipt of the said \$1,900.00.

h. If there is any property, real, personal, or mixed, which is unknown to the parties to this agreement or is otherwise not disposed of by virtue

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

of this agreement, and title to same is held in joint tenancy, tenancy in common or some other form of coownership, then at the written request of either party after discovery of same, said property shall be sold and the net proceeds received therefrom shall be divided equally between the parties.

## ARTICLE XII DEBTS AND OBLIGATIONS

1. Husband shall pay and save and hold Wife free and harmless and indemnified against all debts, liabilities, and obligations listed in Schedule "C" herein.

2. Wife shall pay and save and hold Husband free and harmless and indemnified against all debts, liabilities, and obligations listed in Schedule "D" herein.

3. The Wife acknowledges that all payments due her with the exception of medical, dental, or orthodontal payments in the amount of 440<sup>00</sup> which shall be paid at the time of the second mortgage up to and including the date of this agreement and any judgment for dissolution are current and that as of the date of this agreement and the subsequent judgment for dissolution, Husband is not in arrears in any payments due her from him.

## ARTICLE XIII MISCELLANEOUS PROVISIONS

1. Husband has made available to Wife, her counsel and her auditors, all books, records, financial documentation and business and personal records reflecting upon his income, resources, assets, and liabilities. Disclosures of all information and data relating to Husband's financial status have been made fully and completely and as requested by Wife or her representatives. To extend requested by Husband, Wife has made available to Husband all financial data that relates to her and Husband acknowledges Wife's full compliance therewith. Both parties acknowledge the accuracy and completeness of their financial disclosures to the other and further acknowledge their reliance on the financial representations of the other in entering into the financial, property, allowances, support and other provisions contained in this agreement. Among the representations relied upon by each of the parties is the accuracy and completeness of the financial statements of the other party which are incorporated into and made a part of this agreement by reference as though having been fully set forth therein.

2. Neither party herein shall in any manner molest, strike, malign, disturb, harass or threaten the other in person, by telephone, or in any other manner whatsoever.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

ARTICLE XIV

COUNSELED FEES 2 2 2 3 3 7

Parties agree that each shall pay his or her own attorneys' fees in reference to this matter.

## ARTICLE XV GENERAL PROVISIONS

1. EXECUTION OF DOCUMENTS: Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and 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. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. MUTUAL RELEASE: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband or Wife, Widow or Widower, or otherwise, by reason of the marital relation existing between

Handwritten initials and signature.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2023 10:00 AM

UNOFFICIAL COPY

9 0 2 2 2 3 8 7

said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns for the purpose of enforcing any or all of the rights relinquished under this agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this agreement, or the rights of either party under this agreement.

3. WAIVER OF ESTATE CLAIM: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descent to the heirs at law of such deceased party, in the same manner as though the

90222387

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

parties hereto had never been married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

4. In the event any court alters, changes, or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then any pending proceeding before such court shall be suspended so that Husband and Wife shall have an opportunity to consider said alteration, change, or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes, or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then the entire agreement shall become voidable at the option of Husband or Wife.

5. In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this agreement and all of its provisions shall be incorporated into any such judgment for dissolution of marriage, either directly or by reference, and upon entry of said judgment this agreement shall become in full force and effect, but in no event shall this agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case referred to hereinbefore. The court on entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement, which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

6. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 8 7

where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment for dissolution of marriage holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement was prepared and executed in Illinois, the children are residents of and domiciled in Illinois, and the parties are residents of and domiciled in Illinois. Wife filed an action for dissolution of marriage in Illinois and Husband filed his appearance and response in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

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

*Rudine M. Tucker*  
 \_\_\_\_\_  
 RUDINE MARIE TUCKER

*Thomas L. Tucker*  
 \_\_\_\_\_  
 THOMAS L. TUCKER

Before me, a notary public in and for the county and state aforesaid, appeared RUDINE MARIE TUCKER, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

*Dec 7, 1987*



*Michael D. [Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

Before me, a notary public in and for the county and state aforesaid, appeared THOMAS L. TUCKER, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and

90222387

0701481669

*[Handwritten initials]*

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

9 0 2 2 2 3 3 7

5 delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this

*Dec 7, 1987*  
*[Signature]*

NOTARY PUBLIC

Property of Cook County Clerk's Office

90222387

8701481670

*W.*

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 2 2 2 3 3 7

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

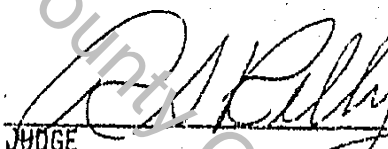
a. That the Petitioner's, RUDINE M. TUCKER, Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage and that the marriage heretofore existing between the parties be and it is hereby dissolved.

b. That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof and that each and every provision therein shall be binding upon the parties as an Order of Court and that each of the parties shall comply with said provisions and shall execute all necessary documents to effectuate said provisions.

c. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

ENTER:

JUDGE



1507-87

0701481671

90222387



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-14-90

Amelia Krasinski

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 OF THE LAW.

UNOFFICIAL COPY

9 0 2 2 2 3 8 7

Schedule  
(D)

Mrs Tucker's  
Legal fees  
Sears

Liabilities

2148

Marshall Field

600

Speigels

300

Mastercard

500

VISA (now)

2500

GANTO'S

300

Credit Union

1600

Home Depot's

800

Fennys

250

Service Merch.

250

8781481672

Services

500

Home Depot's

800

Handwritten signature

Property of Cook County Clerk's Office

90222387

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Schedule Mr. T. Tucker's liabilities:

(C)

1 Discover Card \$1550 approx  
#6011-0077-8600-0785

2 Homemaker's \$1250 approx  
#0121-4476-618874-9

3 Atlantic Financial VISA \$2600 approx  
#4121-7900-1389-4920

4 Wickes Furniture \$2100 approx  
#38179130-17

5 Household Finance Corp. \$3150 approx  
#418301-07-222211

6 First Card / VISA \$3800 approx  
#4678-705-604-5355

7 Mt. Ward \$275 approx  
#538-530-905-00

8 Chevy Chase / VISA \$2600 approx  
#4013-0610-0020

9 All IRS penalties pursuant to Supplemental Order

STATE OF MISSISSIPPI

CLERK

Schedule Miss. Insurance Policy

(A) American Express

STATE OF MISSISSIPPI

CLERK

STATE OF MISSISSIPPI

6793481673

90222387

UNOFFICIAL COPY

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-14-90

*Amelia Pucinski*

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 OF THE LAW



UNOFFICIAL COPY

9 0 2 2 2 3 8 7

Property:

#893

07-27-416-010

897 S. ASBURY LN.  
SCHAUMBURG, IL

60193

DESCRIPTION:

SINGLE-FAMILY, 2-STORY  
RESIDENCE WITH 8 ROOMS,  
FULL BASEMENT, ATTACHED  
2-CAR GARAGE ON ALMOST  
1/3 OF AN ACRE OF LAND.

90222387

UNOFFICIAL COPY

THOMAS TUCKER

1390 N. OAKMONT RD.

HOFFMAN ESTATES, IL

60194

Property of Cook County Clerk's Office  
90222387