

LEGAL SEPARATION AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September, 1991 by and between PATRICIA M. McKENNA, hereinafter referred to as "wife", residing in Chicago, Illinois and PATRICK T. McKENNA, hereinafter referred to as "husband", residing in Chicago, Illinois.

DEPT-01 RECORDING \$13.29
T#5555 TRAN 8024 09/12/91 11:13:00
05126 # E * -91-473400
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, the parties were lawfully married on September 17, 1987 in City of Chicago, Cook County, Illinois and their marriage was registered in the County of Cook and State of Illinois; and

WHEREAS, as a result of the marriage no children were born or adopted by the parties and Patricia M. McKenna is not now pregnant; and

WHEREAS, grounds for legal separation exist within the meaning and purview of the Illinois Marriage and Dissolution of Marriage Act, in that the parties have been living separate and apart for a continuous period in excess of six months namely since September 13, 1990 and;

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; that each party states that he or she understands their legal rights and duties and the legal effect of each provision of this Agreement, and;

WHEREAS, the parties consider it to be to their respective best interests to settle between themselves the questions of spousal maintenance, disposition of property, allocation of debts and any and all other rights or claims arising out of the marital or any other relationship now or previously existing between the parties;

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

A. Both parties are able bodied and capable of supporting themselves and therefore each is forever barred from claiming maintenance from the other.

B. To the extent that each party has incurred individually financial debts and obligations for their own exclusive

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use and benefit since the date of their separation, September 13, 1990, each party shall be exclusively responsible for the payment of those debts and obligations and shall indemnify and hold the other party harmless regarding the same.

C. Husband agrees to assume as his exclusive responsibility the payment of the following debts;

1. Choice Visa, account no; 4428135120748876
approximate current balance \$1899.46
2. Master Card (Associates) account no; 5417572801741491
approximate current balance \$2600.00.

The husband agrees to hold wife harmless with regard to any and all payments connected with the above entitled balances.

D. All furniture, furnishings, personal property including an automobile in the possession of husband, presently under the control of the respective parties shall remain their sole separate and exclusive property.

E. Husband agrees to assume as his exclusive responsibility the obligations under a lease for Unit 1907, 1340 N. Astor, Chicago, Illinois and to hold wife harmless with regard to any and all of said obligations.

F. Wife shall continue to designate husband as a dependent under her health maintenance and insurance organization and to promptly advise husband of any prospective change in said insurance coverage.

G. In the event of the purchase of real property by either of the parties each agrees to waive their respective homestead right in said purchased property and to execute any document to effectuate said waiver.

H. 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 titles and estates in the respective parties hereto, as hereinabove provided, and thereafter at any time and from time to time execute and deliver any and all documents necessary to carry out the purposes of this Agreement.

I. To the fullest extent permitted by law and except as herein otherwise provided, each of the parties does hereby relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns all rights of maintenance 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 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.

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


Patricia M. McKenna


Patrick T. McKenna

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Stephan J. McCoy
1539 E. Lombard
LITTLE METE, IL
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