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23753

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

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

IN RE; THE MARRIAGE OF: )  
MICHELLE PASTER )  
 )  
PETITIONER, )

89D04838

AND )

ARNOLD PASTER )

RESPONDENT )

JUDGEMENT FOR  
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 the response of the respondent thereto, the petitioner being present in open court and being represented by her attorney Paul W. Plotnick of Paul W. Plotnick, Ltd. and the respondent being represented by Jay Fetman appearing pro se; the court having heard the evidence adduced by the petitioner in support of her petition, and being fully advised of the premises; **BOTH FIND:**

- 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 domiciled in the State of Illinois, at the commencement of this action and have been so domiciled for a period of 90 days prior to the making of these findings.
- 3. That the parties hereto were lawfully joined in marriage on, to wit: September 1, 1985 at Chicago, Illinois, where said marriage was registered, and that they have ceased cohabitating as husband and wife on March 28, 1989.
- 4. That no children were born of the marriage and no children were adopted and the petitioner is not now pregnant.
- 5. That irreconcilable differences have arisen between the parties and attempts at reconciliation have failed.
- 6. That the petitioner has proved the material allegation of the petition by substantial, competent and relevant evidence; and that a judgement of dissolution of marriage should be entered into herein.

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*Paul W. Plotnick*

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7. That the petitioner is awarded her maiden name of True.

8. That the parties hereto have entered into a separation agreement concerning the respective rights of the parties in and to the the property, income or estate which either of them now owns or may hereinafter 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:

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a Judgement for dissolution of Marriage and the bonds of marriage heretofore existing between the petitioner Michelle Paster, and the respondent Arnold Paster be, and the same are hereby dissolved.

B. The Separation Agreement between the petitioner and the respondent set forth in full, is made part of this judgement 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 judgement of this court; each of the parties hereto shall perform under the terms of this agreement.

This court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this judgement of Dissolution of Marriage, including all the terms of the Separation agreement made in writing between the parties hereto, as heretofore set forth.

ENTER: \_\_\_\_\_

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JUDGE

ENTERED

AUG 29 1990

RENAUD W. CLERK

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 1-29-91

Aurilia Swanski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL. E

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

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## SEPARATION AGREEMENT

This agreement, made and entered into this August 29 1990, by and between Michelle Paster petitioner, hereinafter referred to as wife and respondent Arnold Paster respondent, hereinafter referred to as husband, both parties being resident of the County of Cook State of Illinois.

### WITNESSETH:

A That the parties hereto were married on September 1, 1985 at Chicago, Illinois.

B. That no children were born or adopted of the marriage and the wife is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased cohabitating as husband and wife for at least six months prior to filing of this action.

D. That the wife has filed a Petition for Dissolution of Marriage against the husband in the Circuit Court of Cook County, Illinois known as case # 896D04838, entitled "In Re the marriage of: Michelle Paster Petitioner and Arnold Paster, Respondent." Said cause is still pending and undisposed of.

E. That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution which either of the said parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance for the parties, the respective rights of property growing out of the marital relationship or any other relationship, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them and the question of attorney's fees and court costs.

F. That the petitioner has employed and has had the benefit of counsel Paul W. Plotnick as her attorney. That the respondent has employed and has had the benefit of counsel Jay Fetman as his attorney. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other and their respective rights thereto.

Now therefore, in consideration of the foregoing and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

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## 1. RESERVATION OF LITIGATION RIGHTS

This agreement is not one to obtain or stimulate a dissolution of marriage. The wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The husband reserves the right to prosecute any action for dissolution which he may deem necessary or proper and to defend any action which the wife has brought or may bring.

## 2. MAINTENANCE

The parties waive maintenance and they understand that they cannot come into any court and seek maintenance.

## 3. SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

The wife will take as her own and separate property all personal property now in her possession.

The husband will take as his own and separate property all personal property now in his possession.

The husband will be responsible for the Polk Brothers bill.

The husband agrees to pay to the wife \$15,000.00 which is the balance of proceeds owed to her from the sale of the marital home at 2342 West Barry which he took without the wife's permission prior to the filing of the petition for dissolution of marriage within 6 months of the entry of this judgement.

The parties will each pay their own attorney's fees. Michelle will pay to Paul W. Plotnick the sum of ~~2000.00~~ 12000.00 a.g.p. MP

The husband agrees to be responsible and pay for any tax liability for his share of the proceeds of the sale of the family home at 2342 W. Barry. He agrees to be responsible and indemnify the wife for any liability resulting from said tax liability including accountant and attorney fees.

The wife agrees to be responsible and pay for any tax liability for her share of the proceeds of the sale of the family home at 2342 W. Barry. She agrees to be responsible and indemnify the husband for any liability resulting from said tax liability including accountant and attorney fees.

## 4. EXECUTION CLAUSE

Each of the parties hereto and hereby agrees to execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the titles and estate in the respective parties hereto, as hereinafter provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all instruments and 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 expressly declared to, constitute a full and effective 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.

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## 5. GENERAL PROVISIONS

a. The wife covenants and agrees that, except as herein provided in this agreement, she will and does hereby, waive, remise, and relinquish any and all claim of right, title and interest which she now has, or might hereafter assert, in and to the property of the husband, real, personal, or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, alimony, support and maintenance (whether past, present or future), homestead, inheritance, and succession.

b. The husband covenants and agrees that he will and does hereby waive, remise, and relinquish any and all claim of right, title and interest which he now has, or might hereinafter assert, in and to the property of the wife, real personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, alimony, support and maintenance (whether past, present or future), homestead, inheritance and succession.

c. 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 other 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 descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married; and each of the parties hereto respectively reserves the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever other than as herein provided, provided however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement.

d. 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 right title, claim, interest, and estate as husband or wife, widow, or widower, or otherwise by reason of the marital relationship heretofore existing between the 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, and 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



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heirs, personal representative, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph, and further agrees that in the event any suit shall be commenced, this release, which pleaded, shall be and constitute a complete defence to any such claim or suit so instituted by either party hereto; and agree to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representative, grantees, devisees or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, 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 provisions of this agreement, or the rights of either party under this agreement.

e. This instrument contains whole and entire the agreement made by and between the parties hereto, has been examined by each of the said persons, and is believed by them to be fair and equitable with respect to each of them.

f. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, shall be a charge against the estate of the person indebted.

g. This agreement shall become effective and binding upon the parties only upon the entry of a judgement for dissolution of marriage between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Michelle Tur...* (SEAL)  
*Michelle A. Pata* (SEAL)

PAUL W. PLOTNICK 23753  
ATTORNEY AT LAW  
9933 LAWLER, SUITE 312  
SKOKIE, IL 60077  
(708) 675-2660

NOTARIAL PUBLIC  
STATE OF ILLINOIS  
NOTARY PUBLIC  
PAUL W. PLOTNICK  
10/10/2007

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DEPT-01 RECORDING \$18.25  
75555 TRAN 3732 01/29/91 13:01:00  
#8497 # E \*-91-043660  
COOK COUNTY RECORDER

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 1-29-91

Abraham Picenski

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

Mail to →

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