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MARITAL SETTLEMENT AGREEMENT

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THIS AGREEMENT, made March 4, 1991, at Chicago, Illinois, by and between SHARON GUIFFRA (hereinafter referred to as "Sharon" or the "Wife"), residing in Chicago, Illinois and DENNIS CARROLL (hereinafter referred to as "Dennis" or the "Husband"), residing in Chicago, Illinois.

DEPT-01 RECORDING \$26.00

TW2222 TRAN 6630 03/15/91 15:31:00

#7540 #B *-91-119153

COOK COUNTY RECORDER

91-119153

RECITALS

A. The parties were lawfully married in Chicago, Illinois on August 15, 1986.

B. The parties have no children between them, neither natural nor adopted.

C. Irreconcilable difficulties and differences have arisen between the parties.

D. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for the Wife and Husband, 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.

E. The Wife has employed and had the benefit of counsel of JUDITH ANNE GLEASON, as her attorney.

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This Agreement has been negotiated by the parties as it relates to distribution of property, and prepared by JUDITH ANNE GLEASON, attorney for SHARON who advised and informed DENNIS that the attorney acted solely as counsel for SHARON and does not advise or represent DENNIS CARROLL in this settlement. JUDITH ANNE GLEASON has advised DENNIS to secure counsel to represent him in this matter but he declined to do so.

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.

F. It is specifically understood by the Husband and Wife that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of any other person. It is not intended by either the Husband or the Wife that any persons be third-party beneficiaries of this Agreement now or in the future. Any benefits which may be conferred upon any persons 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 undertakings herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

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ARTICLE ONE

Right of Action and Incorporation of Recitals

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. Sharon reserves the right to prosecute any action for dissolution of marriage which she may hereafter bring and defend any action which may be commenced by Dennis. Dennis reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which may be commenced by Sharon.

ARTICLE TWO

Maintenance

1. The Wife hereby permanently and irrevocable waives any right to maintenance from the Husband.
2. The Husband hereby permanently and irrevocably waives any right to maintenance from the Wife.

ARTICLE THREE

1. The separate estates of Sharon and Dennis shall be charged with the obligation and a lien for the payment of all liabilities payable by either party hereunder. The amount remaining due, at the option of Sharon's and Dennis's personal representative, may be capitalized with current generally accepted accounting and actuarial practices and paid forthwith so that the estate of the party can be closed promptly.
2. Neither Sharon nor Dennis shall perform any act directly or indirectly that is deliberately calculated to exhaust, diminish,

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or reduce the value of his or her holdings and assets in order to evade his or her obligations under this Agreement or otherwise reduce the value of his or her estate.

ARTICLE FOUR

Property Settlement

1. Marital Residence.

A. The marital residence is owned in joint tenancy by the parties and is located at 9940 S. Hamilton, Chicago, Illinois.

B. Both Sharon and Dennis acknowledge the existence of two outstanding mortgage debts upon the aforesaid residence, said mortgages are in the approximate amount of \$116,000.00.

C. Until such time as the aforesaid marital residence is sold, Dennis shall be entitled to the use and occupancy of said residence.

D. Both Sharon and Dennis agree that Dennis will be responsible for, and shall assume the duty to pay one hundred (100%) percent of all monthly expenses incurred in the operation of said residence, including but not limited to mortgage payments, real estate taxes, insurance, utilities, and usual monthly expenses.

E. Both Sharon and Dennis agree to the sale of the marital residence to Dennis and Dennis shall pay to Sharon TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS, said amount to represent an equal division of the marital residence.

F. The parties shall execute all documents necessary to transfer title to the aforesaid marital residence (the "Closing

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Documents") simultaneous to execution of the Marital Settlement Agreement and Dennis shall simultaneously pay \$12,000.00 to Sharon.

G. The parties warrant that there are no liens or encumbrances against the marital residence with the exception of the existing first and second mortgage. The parties agree and warrant that they will not cause or suffer any other liens or encumbrances to be placed against said marital residence without the written consent of the other.

2. Furniture and furnishings.

A. All of the furniture, furnishings, works of art, and other personal property contained in the marital residence of the parties has been divided by the mutual consent of the parties.

3. Automobiles.

A. Dennis will be entitled to the exclusive ownership of the 1986 Cadillac Cimarron SP automobile and will be responsible for any outstanding liens on said vehicle.

B. Sharon will be entitled to the exclusive ownership of the 1984 Volvo automobile, and will be responsible for any outstanding liens on said vehicle.

4. Pension and/or Profit Sharing Plans.

A. The Husband agrees to waive any and all interest he may have in the Wife's pension and/or profit sharing plans.

B. The Wife agrees to waive any and all interest she may have in the Husband's pension and/or profit sharing plans.

C. The parties agree to execute any documents necessary to insure compliance with this provision.

5. Savings and Checking Accounts and Certificates of Deposit.

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A. All savings and checking accounts have been divided by the mutual consent of the parties, and Sharon and Dennis agree that each shall be entitled to the funds now held by each.

6. Unknown Joint Properties.

A. 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 of this Agreement, and title to same is held in joint tenancy, tenancy in common or some other form of co-ownership, 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 between the parties with fifty (50%) percent to Sharon and fifty (50%) percent to Dennis.

7. Miscellaneous Personal Property.

A. Sharon and Dennis shall keep as their sole property, free and clear of any interest held or claimed by the other, all of the jewelry, clothing and other personal belongings presently held or possessed by him or her.

B. Dennis shall keep as his sole property, free and clear of any interest held or claimed by the other, the time share property in Door County, Wisconsin, "The Rushes". Sharon agrees to execute any documents necessary to insure compliance with this provision.

C. Sharon shall keep as her sole property free and clear of any interest held or claimed by the other, the condo located at 1636 N. Wells, Unit 2602, Chicago, IL 60614.

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ARTICLE FIVE

Debts and Obligations

1. All outstanding debts, obligations and liabilities of the marriage not heretofore mentioned have been divided by the mutual consent of the parties, and Sharon and Dennis agree each shall be responsible and shall assume the duty to pay the debts as they have been divided between them.

2. Dennis shall be entitled to the parties' Federal and State tax refunds for 1989.

ARTICLE SIX

Tax Consequences and Indemnity

1. That the Husband does and will hereafter hold the Wife harmless from any and all liability which might exist to the Department of Revenue of the State of Illinois or the Internal Revenue Service as a result of any obligations now due and owing or which might in the future become due and owing as the result of nonpayment or withholding taxes, social security payments or any other liability imposed on owners, officers, directors and operators of any business entity whatsoever and further, the Husband will hold the Wife harmless from any and all liability now owing or which in the future might become owing for taxes, assessments, penalty and interest in favor of the Department of Revenue of the State of Illinois or the Internal Revenue Services as a result of any liability imposed deriving from the filing of joint income tax returns by the parties hereto for each and every year that the parties have been married to each other.

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2. That the Wife does and will hereafter hold the Husband harmless from any and all liability which might exist to the Department of Revenue of the State of Illinois or the Internal Revenue Service as a result of any obligations now due and owing or which might in the future become due and owing as the result of nonpayment of withholding taxes, social security payments or any other liability imposed on owners, officers, directors and operators of any business entity whatsoever and further, the Wife will hold the Husband harmless from any and all liability now owing or which in the future might become owing for taxes, assessments, penalty and interest in favor of the Department of Revenue of the State of Illinois or the Internal Revenue Services as a result of any liability imposed deriving from the filing of joint income tax returns by the parties hereto for each and every year that the parties have been married to each other.

3. That the distribution of marital property between the parties constitutes an approximately equal division of said marital property jointly owned by the parties or jointly co-owned in accordance with Sections 503(c) and 503(e) of the Illinois Marriage and Dissolution of Marriage Act and Section 1041 of the Internal Revenue Code. Therefore, the said division of property is a non-taxable transaction, not subject to gains or losses by either spouse. Accordingly, the basis of each individual asset received in its entirety by one spouse or the other in this division will retain its present marital basis in the hands of the spouse receiving it.

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ARTICLE SEVEN

Counsel Fees

1. Sharon shall pay all sums incurred by her in connection with services rendered and costs incurred in the cause of action now pending between the parties.

2. Dennis shall pay all sums incurred by him in connection with services rendered and costs incurred in the cause of action now pending between the parties.

ARTICLE EIGHT

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 relinquishment and waiver of rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents

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required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. In the event the parties at any time hereafter obtain a dissolution of marriage, 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 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.

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

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parties are residents of and domiciled in Illinois. 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

Sharon Guiffra
Sharon Guiffra

Dennis Carroll
Dennis Carroll

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, appeared SHARON GUIFFRA personally know 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 14th day of March, 1990.

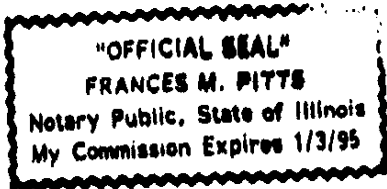


Judith Turner
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, appeared DENNIS CARROLL personally know to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and 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 14th day of March, 1990. (1991)

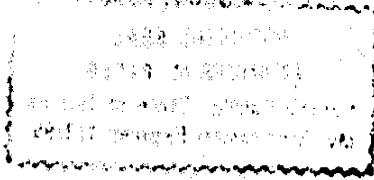
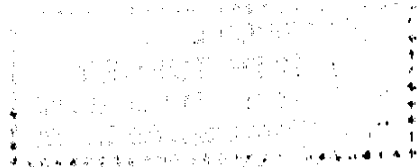


Frances M Pitts
Notary Public

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9940 S. HAMILTON

THE NORTH 50 FEET OF THE SOUTH 200 FEET OF LOT 2, IN OWNER'S DIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-07-304-020 P.I.N. #

1636 N. WELLS #2602

14-33-422-068-1295 P.I.N. #

PARCEL 1:

UNIT NO. 2602 IN AMERICANA TOWERS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

SUB-LOT 14 IN THE SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, LOTS AND PARTS OF LOTS IN THE SUBDIVISION OF LOT 20 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, ALSO, LOTS AND PART OF LOT IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1970 AND KNOWN AS TRUST NUMBER 41015 RECORDED AS DOCUMENT NUMBER 24267612 AND FILED AS DOCUMENT NUMBER LR 2991060; TOGETHER WITH AN UNDIVIDED .1655 PER CENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

EASEMENTS CREATED BY GRANT DATED OCTOBER 26, 1926 AND FILED OCTOBER 29, 1926 AS DOCUMENT NUMBER LR 326084 FOR THE PURPOSES OF INGRESS AND EGRESS OVER THE SOUTH 8 FEET OF LOT 4 (EXCEPT THAT PART TAKEN FOR NORTH FRANKLIN STREET) IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 35, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

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