

UNOFFICIAL COPY

/l/divclt/murrayjd cl 08/05/91 d/m

9 1 3 . . 1 3 2

Attorney No. 21706

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

IN RE: THE MARRIAGE OF
DIANE MURRAY,

92322862

Petitioner,

and

MICHAEL M. MURRAY,

No. 90 D 4255

DEPT-11 RECORD-1

153 50

#5555 TRON 8714 05/12/92 11 49 00

Respondent.

#1563 # 92-922862

COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

ON THE DATE OF AUGUST 15, 1991, the Petitioner, DIANE MURRAY, appearing in open Court by her Attorney, SANDRA K. BURNS, of the Law Offices of SANDRA K. BURNS, LTD., and the Respondent, MICHAEL M. MURRAY, having filed an appearance and agreeing to hear this matter as a non-contested case, and represented by his Attorney, VINCENT O'GRADY of the law firm O'Grady and O'Grady, proceeded to hearing and it appearing to the Court that said Petitioner and Respondent having filed a Stipulation to hear this matter as a non-contested default case, according to the statutes in effect.

And, the Court having heard testimony taken in open court in support of said Petitioner, and the Court being fully advised in the premises;

THE COURT FINDS:

1. It has jurisdiction of the parties and the subject matter.

2. That Petitioner at the time of filing of said Petition was residing in Cook County, Illinois, and said residence has been maintained for ninety (90) days prior to the filing of the Petition and the findings herein.

SANDRA K. BURNS
Attorney at Law
348 Lethrop Avenue
River Forest, IL 60305-2122
(708) 771-6252

00000000

453⁵⁰
P.C.

UNOFFICIAL COPY

LOT SIX.....(3)
In Block Six (6) in Marquette Range, a subdivision of the South Half (S) of the West Half (W) of the Northwest Quarter (NW) and the North Half (N) of the West Half (W) of the Northwest Quarter (NW) of Section 22, Township 36 North, Range 15, East of the Third Principal Meridian, about the East 1/3 feet of the lot.

Property of Cook County Clerk's Office

3. That the parties were lawfully married on September 12, 1982, at Chicago, Illinois, and said marriage is registered in Cook County, Illinois.

4. That Petitioner is 35 years of age, resides at 6416 South Kilpatrick, Chicago, Illinois, and is presently employed as the President of Saskan & Associates, Inc.

5. That Respondent is 41 years of age, resides at 6230 South Newland, Chicago, Illinois, and is presently employed as a Police Officer for the Chicago Police Department.

6. That Petitioner, by competent evidence established that the Respondent, without cause or provocation by the Petitioner, has been guilty of extreme and repeated mental cruelty toward the Petitioner.

7. That no children were born to the parties hereto; that no children were adopted and the Petitioner is not now pregnant.

8. That the parties hereto have made a fair and equitable division of the marital property of the parties as evidenced by a copy of the Marital Settlement Agreement attached hereto and made a part hereof as Petitioner's Exhibit 1 and that said Agreement is not unconscionable.

9. That the Petitioner has established by competent, material and relevant proof, all of her allegations and charges.

NOW THEREFORE, on motion of SANDRA K. BURNS, Attorney for Petitioner, DIANE MURRAY, it is ordered, adjudged and decreed, and this Court by virtue of the power and authority therein vested by the Statute in such cases made and provided, doth order, adjudge and decree as follows:

A. That the bonds of matrimony heretofore existing between the Petitioner, DIANE MURRAY, and the Respondent, MICHAEL M. MURRAY, be dissolved and the marriage is accordingly dissolved as to both parties.

B. That the Marital Settlement Agreement of the parties being DIANE MURRAY's Exhibit 1 in evidence, and all of its terms and stipulations, are hereby merged, incorporated into and made a part of this Judgment for Dissolution and that DIANE MURRAY and MICHAEL M. MURRAY be and each are hereby bound by the terms and provisions of said Marital Settlement Agreement so entered into between them as fully and completely as though each and every provision thereof were set forth in full as a Judgmental Order of this Court, and the same hereby is made a Judgment Order of this Court, it being the intent of DIANE MURRAY and MICHAEL M. MURRAY that each said provision thereof be a Judgment Order of the Court, and the parties are ordered and directed to abide by, execute and carry out all the terms, provisions and conditions of said Judgment for Dissolution.

C. That the inchoate, or other right of dower, homestead, claim or title, contingent, reversionary or otherwise, and any right of curtesy and descent, and all other rights and claims of each party in and to the property of the other party, real, personal or mixed, shall be and the same are hereby forever relinquished, released, barred and ended; and that during their respective lifetimes each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never been married to each other, and upon the death of either of them,

9202852

UNOFFICIAL COPY

Property of Cook County Clerk's Office

the property, real, personal or mixed then owned by him or her shall pass by his or her Will, or under the laws of descent (as the case may be) free from any right, statutory or otherwise, inheritance, dower, title or claim of the other party, as if the parties hereto had never been married to each other; that neither the Petitioner nor the Respondent herein shall, at any time hereafter, sue the other of them or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights relinquished, waived, discharged, released, barred and terminated hereunder; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation on the party to comply with the provisions of this Judgment and the terms and provision of the written Agreement is incorporated herein.

D. Each of the parties shall execute, acknowledge, and deliver good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in the written Agreement incorporated herein, and hereafter 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 said Agreement and establish or record the sole and separate ownership of the several properties of said parties in the manner there agreed and provided.

90002852

UNOFFICIAL COPY

E. That the Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the written Agreement incorporated herein.

E N T E R E D:

JUDGE

Judge's No.

SANDRA K. BURNS
Law Offices of SANDRA K. BURNS, LTD.
348 Lathrop Avenue
River Forest, Illinois 60305-2122
(708) 771-5252
Attorney No. 21706

ENTERED

AUG 15 1991

GRACE G. DICHLER-1001

90002862

UNOFFICIAL COPY

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 11-18-16

[Signature]
CLERK OF THE DISTRICT COURT OF COOK COUNTY, ILL.
OFFICE OF THE CLERK OF THE DISTRICT COURT OF COOK COUNTY, ILL.
JANUARY 1, 2017. SUBJECT TO THE
PUBLIC RECORDS ACT.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 28th day of July, 1991, by and between, DIANE MURRAY, hereinafter referred to as DIANE, and MICHAEL M. MURRAY, hereinafter referred to as MICHAEL.

WHEREAS, the parties hereto were married to each other on September 12, 1982, at Chicago, Illinois, but unfortunate and irreconcilable differences and difficulties have arisen between them, as a result of which the parties have separated and are now living separate and apart from each other, and DIANE has caused her Petition for Dissolution of Marriage to be filed in the Circuit Court of Cook County, Illinois, Domestic Relations Division, therein numbered as 90 D 4253, and

WHEREAS, the parties are now desirous of amicably settling and adjusting all rights of property and all and every other right insofar as they may, subject to the approval of this Court in the event that a Judgment for Dissolution of Marriage shall be entered, and without collusion as to the pending marital action, but without prejudice to the rights of either party to prosecute or defend any such action as they may see fit; and

WHEREAS, no children were born as a result of this marriage; that no children were adopted by the parties and DIANE is not now pregnant; and

EXHIBIT 1

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WHEREAS, DIANE has employed and has had the benefit of counsel of SANDRA K. BURNS, of the Law Offices of SANDRA K. BURNS, LTD., as her attorney, and has been fully advised by such attorney of all of her rights and obligations in the premises and the legal effect of each provision of the following Agreement have been fully explained to her; and

WHEREAS, MICHAEL has employed and has had the benefit of counsel of VINCENT J. O'GRADY of the law firm of O'GRADY AND O'GRADY, as his attorney, and has been fully advised by such attorney of all of his rights and obligations in the premises and the legal effect of each provision of the following Agreement have been fully explained to him; and

WHEREAS, each party acknowledges that she/he has made full and complete disclosure to the other of all property in which he or she has an interest, the extent of that interest and the income derived therefrom; it is further understood by DIANE and MICHAEL that this Agreement will forever, finally and fully settle and adjust all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against, in or to the property or estate 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 or any claim in and to the estate of the other.

NOW THEREFORE, in consideration of the mutual and several promises and covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which each

UNOFFICIAL COPY

Property of Cook County Clerk's Office

party acknowledges, they do freely and voluntarily agree as follows:

1. This Agreement is not entered into between the parties to obtain or stimulate a dissolution of marriage.

2. Each party reserves the right to prosecute or defend any action for dissolution of marriage against the other or to defend any action which may be commenced by either party or to pursue any other right or defense permitted to them under the common law or the Illinois Marriage and Dissolution Act as amended by the 1981 session of the 85th General Assembly of the State of Illinois and any subsequent amendment thereto.

3. **MEDICAL INSURANCE.** Each party shall be responsible for obtaining and maintaining their own medical insurance coverage.

4. **DIANE's WAIVER OF MAINTENANCE.** DIANE being employed full time as the President of Saskan & Associates, Inc., hereby waives any and all rights she may have to claim and receive from MICHAEL maintenance, formerly known as alimony under Illinois law, past, present or future pursuant to the laws of the State of Illinois or of any other State or Country. DIANE acknowledges that this waiver forever bars her from asserting a claim for maintenance against MICHAEL.

5. **MICHAEL's WAIVER OF MAINTENANCE.** MICHAEL being employed full time as a police officer for the Chicago Police Department, hereby waives any all rights he may have to claim and receive from DIANE maintenance, formerly known as alimony under Illinois law, past, present or future pursuant to the laws of the State of Illinois or of any other State or Country. MICHAEL acknowledges

92002852

that this waiver forever bars him from asserting a claim for maintenance against DIANE.

6. MARITAL HOME. The parties presently own, as joint tenants the marital property at 6416 South Kilpatrick, Chicago, Illinois, which is legally is attached hereto and made a part hereof as Exhibit A.

In consideration of DIANE waiving any and all right, title and interest to MICHAEL's pension and deferred compensation with the Chicago Police Department, MICHAEL shall quit claim any and all right, title, and interest in the marital home to DIANE.

DIANE shall be responsible for and pay all mortgage payments as they become due thereon, including tax escrow and insurance, repairs and any and all other expenses and indebtedness, and shall indemnify and hold MICHAEL harmless from the payment thereon and from any liability therefor, including all attorney's fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

Other than the real estate taxes for the year 1990 and subsequent years, the parties warrant that there are no liens or encumbrances against the marital residence with the exception of the existing first mortgage at 1st National Bank, in the approximate amount of Forty-Nine Thousand (\$49,000.00) Dollars.

7. HOUSEHOLD FURNITURE, FURNISHINGS, AND EFFECTS. DIANE and MICHAEL have made a fair and equitable division of all household furniture and effects, and each party shall have as his or her sole and separate property those items presently in their respective possessions.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

8. PROPERTY TO DIANE. DIANE shall keep and have as her sole and exclusive property, free and clear of any interest held or claimed by MICHAEL all of the following: any and all bank accounts in DIANE's name alone; any and all 401(k) plans, pension plans, retirement, and/or profit sharing accounts at her place of employment; any other IRAs or other retirement accounts; all cash in her possession; all insurance policies on her life; all jewelry, clothing and other personal belongings and effects presently held by DIANE.

DIANE shall keep and have as her sole and exclusive property, free and clear of any interest held or claimed by MICHAEL a 1983 Mazda RX7.

MICHAEL shall sign any and all documents necessary to transfer said vehicle into DIANE's name alone. DIANE shall defend and hold MICHAEL harmless from any and all payments, insurance or claims incurred thereon.

9. PROPERTY TO MICHAEL. MICHAEL shall keep and have as his sole and exclusive property, free and clear of any interest held or claimed by DIANE all of the following: any and all bank accounts in MICHAEL's name alone; any and all 401(k) plans, pension plans, deferred compensation plan, retirement, and/or profit sharing accounts at his place of employment; any other IRAs or other retirement accounts; all cash in his possession; all insurance policies on his life; all jewelry, clothing and other personal belongings and effects presently held by MICHAEL.

MICHAEL shall keep and have as his sole and exclusive

62702852

property, free and clear of any interest held or claimed by DIANE a 1988 Jeep.

DIANE shall sign any and all documents necessary to transfer said vehicle into MICHAEL's name alone. MICHAEL shall defend and hold DIANE harmless from any and all payments, insurance or claims incurred thereon.

9. OTHER PROPERTY. Any property, real, personal or mixed not otherwise specified above, shall remain the sole and exclusive property of the party in whose name such property is registered or listed and if not registered or listed then of the party who has possession thereof, free and clear of any claim of the other. To the extent that there is any such property registered or listed in the joint names of the parties, not otherwise disposed of herein such properties shall be sold and the proceeds divided equally between them or re-registered, divided equally and distributed in kind.

10. INCOME TAXES. DIANE and MICHAEL have filed joint federal and state income tax returns for the year 1989 and prior years. Both parties agree that should it become necessary to file amendments to any returns for the years in which the parties have filed joint returns, they will fully cooperate with each other in that regard and execute such amended returns. If any additional tax is due as a result of the filing of said amended returns or as the result of any audits of any previously filed joint returns, such additional tax liability shall be the obligation of the party who is alleged to be responsible for causing the tax deficit and/or penalty. If any additional refunds are due as a result of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

which he will not pay in the ordinary course since the separation of the parties. MICHAEL agrees to defend and hold DIANE harmless in connection with any such obligations which have arisen since that date. MICHAEL further represents that he has advised DIANE of all outstanding charges, bills and other accounts standing in his name or their joint names, and he agrees to hold DIANE harmless with respect to all debts or obligations in his name alone and any joint debt which is his obligation to pay pursuant to this Agreement.

13. OTHER DEBTS. MICHAEL shall reimburse DIANE Seven Hundred Thirty-Eight (\$738.00) Dollars which represents one-half (1/2) of the amount paid by DIANE to the Internal Revenue Service for penalties on prior tax returns.

14. CREDIT CARDS AND JOINT BANK ACCOUNTS. Each party agrees that all joint credit and bank accounts shall be cancelled and each party shall obtain any future credit and bank accounts in his or her own name and shall be responsible for any debts or obligations incurred in his or her own name.

15. ATTORNEY'S FEES. Each party shall be solely responsible for the payment of his or her own attorney's fees, court costs, appraiser's fees and legal expenses incurred in these proceedings.

16. REVIEW OF AGREEMENT. Each party acknowledges to the other that she or he has reviewed this Agreement and has made full and complete investigation of all of the facts and circumstances which he or she believes affect these matters. Each party further acknowledges that he or she is aware of the legal effects of this Agreement. Each party represents to the other that considering

all of the circumstances he or she believes the Agreement to be fair and reasonable.

17. **MUTUAL RELEASE.** Except as otherwise herein provided, and to the fullest extent that they may lawfully do so, each party agrees to and does hereby forever release, relinquish, waive and quit claim to the other all right of support, maintenance, alimony, homestead and all property rights and claims which either now has or may hereafter have as husband, wife, widower, widow or otherwise by reason of the marital relationship now existing between them under any present or future law of any state, of the United States of America, or of any other country, in, to or against the property of the other, or the estate of the other, whether now owned or hereafter acquired and the parties mutually agree that he or she will never, at any time hereafter, sue the other, or his or her heirs, executors, personal representatives, administrators or assigns for the purpose of enforcing any of the rights specified in and relinquished or released under this paragraph; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligations on the part of the other to comply with the terms of this Agreement.

18. **CONSTRUCTION OF AGREEMENT.**

A. This instrument contains the entire Agreement by the parties hereto and there are no other agreements either written or oral.

0200000000

B. The titles and captions contained in this Agreement are for convenience of reference only and shall not void, modify, limit or alter the meaning of any provision hereof.

C. Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

D. The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral Agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.

E. The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.

F. This Agreement shall be construed under the general laws of the State of Illinois irrespective of the later domicile or residence of DIANE and MICHAEL in another county or state of the United States of America.

G. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

19. FURTHER INSTRUMENTS. DIANE and MICHAEL agree that at any time hereafter he or she or his or her heirs, executors, personal representatives or assigns, will execute any and all

00002852

instruments or documents as may be reasonably necessary or proper to effectuate all provisions of this Agreement and to release his or her respective interest(s) in and to any property, real, personal or mixed, belonging to the other, the intentions being that the disposition of property and provisions for payment provided for in this Agreement shall constitute a full and complete resolution of all the property rights, both marital and non-marital, of the parties hereto.

20. **WAIVER OF ESTATE CLAIM.** Each of the parties hereby waives and relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed in this State of Illinois and United States of America, 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 of such deceased party, in the same manner as though the 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 he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

92322552

UNOFFICIAL COPY

Property of Cook County Clerk's Office

21. WILLFUL FAILURE TO PERFORM OR COMPLY. In the event that either party willfully or unreasonably fails to duly perform his or her financial or other undertakings hereunder, and as a result a party incurs any expenses, including, legal fees, to enforce the terms of this Agreement, the party who so unreasonably or willfully acts shall indemnify the other against and hold the other harmless in connection with any such expenses, including attorney's fees and costs, even if the non-defaulting party, at the time, may have the ability to pay his or her own such expenses.

22. EFFECTIVE DATE. In the event either party hereto at any time hereafter obtains 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, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered between the parties.

The court, upon entry of such Judgment for Dissolution of Marriage, shall retain the right to enforce the terms and provisions of this Agreement. In the event the court refuses to grant a Judgment for Dissolution of Marriage, then this Agreement shall be null and void and of no force and effect. The effective date of this Agreement shall be the date upon which the Judgment for Dissolution of Marriage is entered by the Judge of the court

0200000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office