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and that she has maintained said residency for ninety (90) days next preceding the making of the findings herein.

3. That the parties hereto were lawfully married on August 19, 1969 at Chicago, Illinois; and that said marriage was duly registered in Cook County, Illinois.

4. That no children were born to or adopted by the parties; and that the respondent is not now pregnant.

5. That irreconcilable differences have caused the irretrievable breakdown of the marriage; that efforts at reconciliation have failed and that future attempts at reconciliation would be impracticable and not in the best interests of the family; and that the parties have lived separate and apart since May 8, 1986.

6. That the petitioner has established the allegations contained in her Petition for Dissolution of Marriage by competent, material and relevant evidence; and that a judgment for Dissolution of Marriage should be entered herein.

7. That the parties have entered into a written Marital Settlement Agreement dated February 1, 1990, mutually settling and determining the rights and claims of the parties, for maintenance, resolving all property rights existing between them, and other matters; that this agreement was entered into freely and voluntarily between the parties who consider it to be fair and equitable under the circumstances; that this agreement is not unconscionable; and that this agreement is in words and figures as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 1990, by and between Ora B. Murphy (hereinafter sometimes referred to as "Ora"), of Chicago, Cook County, Illinois, and Charles Murphy (hereinafter sometimes referred to as "Charles"), of Chicago, Cook County, Illinois;

### W I T N E S S E T H :

WHEREAS, the parties hereto were lawfully married on August 19, 1969 at Chicago, Cook County, Illinois; and

WHEREAS, no children were born to or adopted by the parties; and Ora is not now pregnant; and

WHEREAS, irreconcilable differences have arisen between the parties, who are now, and have been estranged from each other, and are not now living together as husband and wife; and

WHEREAS, Ora has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 89 D 10080, and entitled: "In Re: The Marriage of Ora B. Murphy, Petitioner, and Charles Murphy, Respondent."; and this matter is pending and undetermined at this time; and

WHEREAS, Ora has retained Jack A. Arfa as her attorney; and Charles has retained Eric E. Graham as his attorney; each party has had the benefit of advice, investigation and counsel with reference to the subject matter of this Agreement; and the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own

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volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereto; and each party expressly states that no representation has been made to him or to her by the other party or by his or her attorney other than what is contained in this Agreement; and

WHEREAS, without any collusion as to the pending proceedings, or any other proceedings that may be filed between the parties affecting their marital status, and in the interest of avoiding protracted litigation, the parties consider it to be to their respective best interests to settle, adjust and compromise between themselves now and forever, the matters of their respective rights to maintenance, their property rights, the payment of their attorneys' fees and court costs, and the disposition of all claims and rights, whether arising by virtue of the marriage of the parties hereto or otherwise, which each party hereto ever had, now has or may have in the future against the other, whether arising under the laws of Illinois, the laws of the United States of America or any other state or country, for or on account of any matter whatever and in or to pay and all property, real, personal or mixed, tangible or intangible, now, heretofore or hereunder owned or possessed by the other party hereto, including, without limitation of the foregoing, all inchoate and other rights of dower and curtesy and all rights of homestead, inheritance, descent, distribution, community interest and surviving spouse's award.

NOW, THEREFORE, in consideration of the foregoing and in

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consideration of the mutual covenants of the parties hereto, hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is jointly and severally acknowledged; IT IS HEREBY COVENANTED and AGREED by and between the parties as follows:

1. INCORPORATION OF RECITALS: The foregoing recitals are hereby made a part of this Agreement.

2. NON-COLLUSION CLAUSE: This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage.

3. CAPTIONS: The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

4. MAINTENANCE:

(a) Charles does hereby waive, release and relinquish any and all claims for maintenance which he may have against Ora as a result of the existing marital relationship.

(b) Charles shall pay to Ora the sum of \$85.00 per week as and for maintenance with the first such payment being due on the Friday after the entry of any Judgment for Dissolution of Marriage in the pending marital litigation and each subsequent payment being due on each Friday thereafter. Such payments to Ora shall cease upon the first to occur of the following events: (i) Ora's death; (ii) Ora's remarriage; or (iii) Charles's death.

5. REAL ESTATE:

(a) The parties are presently the owners in joint tenancy of certain real estate located at 8400 South Kingston,

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Chicago, Illinois and more legally described on Exhibit A, attached hereto and made a part hereof.

(b) Upon entry of any Judgment for Dissolution of Marriage in the pending marital litigation, Charles shall purchase Ora's interest in said real estate for the net sum of \$30,000.00. At the time Ora receives said sum, she shall vacate said real estate and give to Charles a quit claim deed transferring all of her right, title and interest in said real estate to Charles.

(c) Charles shall timely pay be responsible for the first mortgage lien on said real estate, all utilities, all real estate, all hazard insurance premium payments, all repairs and all maintenance of said real estate. Charles shall further save and hold Ora free, harmless and indemnified against any and all debts, liabilities and/or obligations she might incur due to his failure to comply with the terms of this sub-paragraph.

(d) Charles is the sole owner of certain real estate located in Aurora, Illinois and more legally described on Exhibit B, attached hereto and made a part hereof.

(e) Upon entry of any Judgment for Dissolution of Marriage in the pending marital litigation, Charles shall transfer all of his right, title and interest in said real estate to Ora by a quit claim deed. Thereafter, Ora shall timely pay and be responsible for any real estate taxes and hazard insurance premium payments on said real estate. Ora shall further save and hold Charles free, harmless and indemnified against any and all debts, liabilities and/or obligations he might incur due to her

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failure to comply with the terms of this sub-paragraph.

6. MISCELLANEOUS PERSONALTY:

(a) Ora shall receive the 1981 Continental automobile as her sole and exclusive property free and clear of any right, title or interest in Charles. Charles shall execute such documents as are necessary to transfer title of said automobile to Ora.

(b) Ora shall retain as her sole and exclusive property all the furniture and furnishings located in the apartment she occupies at 8400 South Kingston, Chicago, Illinois free and clear of any right, title or interest in Charles.

(c) Upon entry of any Judgment for Dissolution of Marriage in the pending marital litigation, Charles shall pay to Ora the sum of \$10,000.00 as and for her interest in any pension or profit-sharing rights that Charles may have in Walgreen Company. Ora shall retain her pension rights from the Evangelical Association as her sole and exclusive property free and clear of any right, title or interest in Charles.

(d) Upon entry of any Judgment for Dissolution of Marriage in the pending marital litigation, Charles shall receive the business known as H & M Groceries free and clear of any right, title and interest in Ora.

(e) The parties have heretofore made a division and allocation of all checking and savings accounts, certificates of deposit, stocks, and other motor vehicles which is in all respects satisfactory to each of them and which items will remain the sole and exclusive property of the party presently in

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possession or in title free and clear of any right, title or interest in the other.

7. ATTORNEYS' FEES AND COURT COSTS:

(a) Charles shall pay to Jack A. Arfa the sum of \$1,000.00 upon entry of any Judgment for Dissolution of Marriage in the pending marital litigation as and for his contribution to Ora's attorney's fees and court costs.

(b) Charles shall pay his own attorneys' fees and court costs incurred in the pending marital litigation without the right of contribution from Ora.

8. DEBTS TO THIRD PARTIES: Each party shall pay his or her own debts, liabilities and obligations incurred after May 8, 1988, and each shall save and hold the other free, harmless and indemnified against any such debts, liabilities and obligations he or she might incur due to the failure of the other to comply with the terms of this paragraph.

9. EXECUTION OF DOCUMENTS: Each of the parties agrees that upon demand of the other, at any time hereafter, he or she shall execute such documents as are necessary to transfer, convey and release his or her interest in any property belonging to the other, the intention being that this Agreement shall constitute the complete adjustment of the property rights and all other rights of the parties hereto.

10. MUTUAL RELEASES: Except as herein otherwise provided, each of the parties hereto forever waives, releases, relinquishes and quit claims to the other party, all rights of dower, homestead, maintenance, inheritance, descent, distribution and

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community interest and all other rights, titles, claims, interests and estates which he or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, by reason of the marital relationship now existing between the parties hereto under present or future laws of Illinois, the United States of America, or any other state or country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself or herself and his or her heirs, executors, assigns or administrators, that he or she will never, at any time hereafter, sue the other party, or his or her heirs, executors, assigns or administrators, for the purpose of enforcing any, all or any part of the rights specified in and relinquished under this paragraph, specifically excluding therefrom any rights either may have to enforce the unexecuted provisions of this Agreement, against the other's estate, in connection with obtaining or of complete satisfaction of his or her obligation toward the other.

11. INCORPORATION OF AGREEMENT INTO JUDGMENT: In the event that the parties are awarded a Judgment for Dissolution of Marriage at any time hereafter in the pending marital litigation, then it is agreed that this Agreement shall be submitted to the court for its acceptance, and if accepted, shall be made part of the Judgment for Dissolution of Marriage entered in such cause and thereafter shall be henceforth merged and become a part of the court's Judgment. In the event that the court falls or refuses to award a Judgment for Dissolution of Marriage or enter

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such a judgment, or in the event that the Court shall fail or refuse to accept this Agreement, as executed by the parties, or hereafter amended, and refuses to order its incorporation and merger into any judgment entered herein, then this Agreement shall be null and void.

## 12. GENERAL PROVISIONS:


(a) This Agreement supersedes all prior agreements between the parties and contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

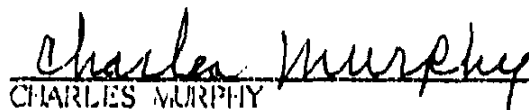
(b) A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the parties hereto.

(c) This Agreement shall be construed and interpreted in accordance with the laws of Illinois.

(d) This Agreement shall be binding upon the heirs, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, Charles and Ora have herunto set their respective hands and seals to this Agreement on the day and year first above written.

  
ORA B. MURPHY

  
CHARLES MURPHY

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IT IS THEREFORE, upon consideration by this Court, ORDERED, ADJUDGED and DECREED, and this Court, by virtue of the power and authority therein vested, and the statutes in such cases made and provided, does hereby ORDER, ADJUDGE and DECREE, as follows:

A. That the Petitioner, ORA B. MURPHY, and the Respondent, CHARLES MURPHY, are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between them are hereby dissolved, and the parties are freed from the obligations thereof.

B. That the Marital Settlement Agreement dated February 1, 1990, and hereinbefore set forth in full, is made a part of this Judgment for Dissolution of Marriage; and that all of the provisions of the agreement are expressly ratified, confirmed and adopted as the Order of this Court, to the same extent and with the same force and effect as though the agreement was written into the decretal part of this judgment, verbatim.

C. That each of the parties hereto will, promptly upon demand by the other, execute and deliver to the other any and all documents that may be necessary to effectuate and fulfill the terms and provisions of this judgment.

D. That this Court expressly retains jurisdiction of this matter for the purpose of enforcing all and singular the terms and provisions of this judgment, including all and singular the terms and provisions of the agreement dated February 1, 1990, incorporated herein.

E. That except as herein otherwise provided, the inchoate or other right of maintenance, dower, homestead, claim of title,

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contingent, reversionary or otherwise, and any rights 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, are hereby forever relinquished, released, barred, terminated 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, 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 (as the case may be) heirs, executors, administrators or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished, waived, discharged, released, barred and terminated hereunder; provided, however, that nothing contained herein shall release, limit or abridge the obligations of the parties fully to execute, perform and carry out the provisions of the agreement dated February 1, 1990, incorporated herein.

F. That except as hereinotherwise provided, all of the rights, claims and demands, of every kind, nature and description, which each party has or may hereafter have, or claim to have against the other, are hereby forever discharged, extinguished, released and ended; and that all matters and

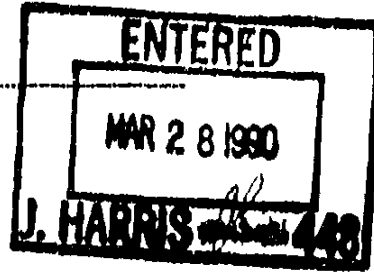
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charges whatsoever, and any and all causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law or in equity, which each party ever had, now has or may have against the other for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date hereof, are hereby forever released, discharged, barred, terminated and extinguished; provided, however, that nothing contained herein shall release, limit or abridge the obligations of the parties fully to execute, perform and carry out the provisions of the agreement dated February 1, 1990, incorporated herein.

Date: \_\_\_\_\_

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



J U D G E

APPROVED:

*Ora B. Murphy*  
ORA B. MURPHY (Petitioner)

*Charles Murphy*  
CHARLES MURPHY (Respondent)

*Jack A. Arfa*  
Attorney for Petitioner

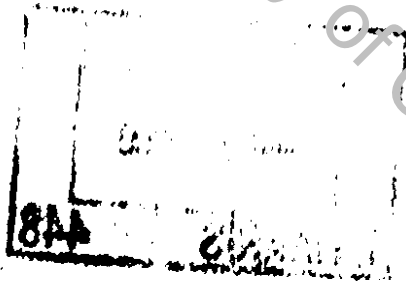
*Eric E. Graham*  
Attorney for Respondent

JACK A. ARFA #50096  
Attorney for Petitioner  
77 West Washington Street  
Suite 623  
Chicago, Illinois 60602  
(312) 346-2332

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.  
DATE 3/28/90

Aurelia Pizzarello  
JP

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

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## RIDER

LOT 1 IN BLOCK 43 IN HILLS ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 21-31-310-019-0000

Street address: 8400 South Kingston, Chicago, Illinois 60617

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MAIL TO: Jack A. Arfa  
77 West Washington Street  
Suite 623  
Chicago, Illinois 60602