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ATTY CODE NO. 19240

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

IN RE THE MARRIAGE OF:)

CAROL GIBBS,)
Petitioner,)

and)

DENNIS GIBBS,)
Respondent.)

No. 91 D 14960

. DEPT-01 RECORDING \$71.50
. T36866 TRAN 6472 03/31/94 12:53:00
. #1932 : FC *-94-288997
. COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come on for hearing on Petitioner's Petition for Dissolution of Marriage, the Respondent having filed his appearance and Certification and Agreement of Counsel having been filed and the parties stipulating that this matter be heard as an uncontested matter, and the Petitioner, CAROL GIBBS, appearing in open Court, the Court having heard the evidence for the Petitioner in support of said Petition for Dissolution and the Court considering all the evidence and arguments of counsel and now being fully informed in the premises, finds:

1. That the Court has jurisdiction of the subject matter herein and the parties hereto.

2. That the Petitioner and Respondent were married on August 1, 1970, at Las Vegas, Nevada and said marriage is registered there.

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3. The Petitioner and Respondent are presently residing in the State of Illinois and in the County of Cook, and were so residing for 90 days next preceding the time this action was commenced.

4. That irreconcilable differences have arisen which have caused the irremediable breakdown of the marriage; that attempts at reconciliation have failed and that future attempts would fail.

5. That the parties hereto have entered into a Property Settlement Agreement dated 3-17, 1994, at Chicago, Illinois concerning the questions of maintenance for the parties, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter 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:

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SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 1994, at Chicago, Illinois, by and between CAROL GIBBS (hereinafter referred to as "Wife"), currently a resident of Cook County, Illinois, and DENNIS GIBBS, (hereinafter referred to as "Husband"), currently a resident of Cook County, Illinois.

WITNESSETH:

A. The parties were lawfully married in Las Vegas, Nevada, on August 1, 1970.

B. That irreconcilable differences have arisen which have caused the irretrievable breakdown of the marriage; that attempts at reconciliation have failed and that future attempts would fail.

C. That three children were born to the parties as a result of the marriage; namely, Christine Gibbs, born October 19, 1973, Daniel Gibbs, born July 13, 1977, and Douglas Gibbs, born July 5, 1980. That no children were adopted.

D. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under docket number 91 D 14960. The case is entitled In re the Marriage of: CAROL GIBBS, Petitioner, and DENNIS GIBBS, Respondent, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of

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maintenance for the Wife and the 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.

F. The Wife has employed and had the benefit of counsel of Beverly A. Pekala, Robins, Kaplan, Miller & Ciresi. The Husband has had the benefit of counsel of the Law Offices of Jeffrey Leving. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. 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.

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

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ARTICLE I

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. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband. Husband reserves the right to prosecute any action for dissolution of marriage and defend any action which has been or may be commenced by Wife.

ARTICLE II

JOINT PARENTING AGREEMENT

The Husband and Wife have previously entered into a Joint Parenting Agreement and Order pursuant to Chapter 40, Section 602 of the Illinois Revised Statutes, the terms and provisions of which are incorporated herein and made a part hereof.

ARTICLE III

CHILD SUPPORT

1. Beginning ~~March~~ ^{April} 1, 1994, the Husband shall pay to the wife, through the office of the Clerk of the Circuit Court of Cook County, Illinois, the sum of \$ ~~378.93~~ ^{378.93} per month, as and for child

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[Handwritten signatures]

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support for the two minor children, and a like amount every month thereafter until the amount is adjusted according to the terms of this Article. Said support amounts have been based upon the existing child support guideline percentage as defined by Chapter 40, Illinois Revised Statutes, as amended from time to time. The total compensation of the Husband for purposes of setting future child support payments includes wages, annual bonuses and commissions. The Husband agrees to transmit to the Wife copies of his W-2 and 1099 forms each year not later than February 14 until all child support obligations are terminated.

2. The Husband's obligation with respect to child support for each of the children shall terminate when each child attains age 18 or until each child completes high school, whichever is the last to occur.

When Daniel Gibbs reaches the age of eighteen or graduates from high school, whichever shall occur later, child support for the youngest child, Douglas Gibbs, shall be calculated based upon the child support guidelines then in effect in Illinois for one child.

4. The parties recognize that during the time the children are with the Husband during extended visitation and vacation periods, the cost to the Wife for the children's support might be somewhat diminished; however, this was contemplated when the total amount of support was determined and there shall be no abatement or diminution in child support payments provided the Husband is

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exercising his rights to visitation in conformance with those time periods set forth herein.

5. Except as otherwise provided in this Agreement, each party shall be solely responsible for payment of the everyday living expenses of the children, such as food and shelter, while the children are physically residing with that party; and each party shall further be solely responsible for payment of all expenses of the children which he or she, respectively, incurs on behalf of the children.

6. The Wife shall be permitted to claim the youngest child as a dependency exemption beginning with 1994 and forward. The Husband shall be permitted to claim the middle child as a dependency exemption beginning with 1994 and forward.

ARTICLE IV

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF THE CHILDREN

1. The Husband agrees to remit payment for the hospital, surgical, optical, dental and orthodontial care and for the extraordinary medical expenses of the minor children. The Wife agrees to remit payment for the ordinary medical expenses of the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring

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hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required for the treatment of a serious illness), dental prophylaxis and the like. In the event of serious illness of the children, or the need for hospital, surgical, optical or othodontal or extraordinary medical or dental care, the Wife and the Husband shall communicate regarding treatment to be performed prior to incurring expenses in any of those connections. It is agreed and understood by both parties that the Wife and the Husband shall have equal input in determining the treatment or care to be afforded to the children, unless said treatment or care must be rendered under emergency circumstances. It is understood by both parties that the obligation of each party to advise the other and obtain consent before incurring expenses for any child shall not apply in cases of emergency where the child's life or health might be imperiled by delay and shall not apply in the case of routine medical treatment, for example, in the case of regular check-ups and visits to the pediatrician for colds or flu. If the parties cannot agree as to the treatment or care to be afforded the minor children in the event of serious illness or as to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, whether before or after said expense is incurred.

2. The parties acknowledge that at present the Husband has the benefit of medical/hospitalization coverage through his employer. The Husband agrees to maintain the children on said

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policy, or such other policy as may be provided by a subsequent employer. In the event the Husband becomes unemployed and is, therefore, no longer afforded the benefit of a medical/hospitalization policy, he shall so inform the Wife within 7 days of same. Thereafter, the parties shall mutually agree in writing as to which party shall maintain such coverage and the payment of any expenses associated with such medical/hospitalization coverage for the children. If the parties do not mutually agree in writing, either party may bring an appropriate Petition to request that a court of competent jurisdiction determine which party shall maintain said coverage for the minor child and determine which party shall bear the expense associated with such coverage. In any event, however, should either or both parties be afforded the ability to maintain medical/hospitalization coverage for their children at no additional cost to said party, then said party shall maintain such children on such a policy until each child reaches age 21 or completes undergraduate college education, whichever shall last occur. The Husband shall provide the Wife with current identification cards in order to enable the Wife to identify the children's coverage under the hospital and medical insurance policy to be provided by the Husband hereunder.

3. In the event that either party is called upon to advance any sums for any medical treatment as described herein, for which the other party is obligated to pay, the party who has remitted payment shall, upon submission of the bills or receipts, or

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reimbursement from the insurance carrier, pay to the other party the amount of the advanced sums already paid. All such payments are to be made within 2 weeks following submission of the bills or receipts.

4. It is the intention of the parties that all amounts payable under this Article shall be excludible from the Wife's and Husband's gross incomes; and in accordance with Section 71 (b) (B) of the Internal Revenue Code, the parties expressly agree to designate, and herewith do designate, all such payments, as required under this Article, as excludible/non-deductible payments for purposes of Sections 71 and 215 of the Code, respectively.

ARTICLE V

POST HIGH SCHOOL EDUCATION OF THE CHILDREN

The parties' respective obligations to contribute toward the cost of the children's college, university, vocational or trade school education, shall be governed by Section 513 of the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE VI

LIFE INSURANCE

The Husband shall maintain a policy of life insurance having a minimal face value of \$100,000. upon the Husband's life. The Husband shall irrevocably name either a trustee for the benefit of the minor children or the minor children as beneficiaries of the policy during such time as any of the children have not yet reached

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age 21, or completed undergraduate college education, whichever is last to occur. Not later than February 14th of each year, the Husband shall provide the Wife with documentation evidencing that the policy is in full force and effect pursuant to the terms of this agreement.

The Wife agrees that to the extent any policies of life insurance may exist upon her life, she shall irrevocably name either a trustee for the benefit of the minor children or the minor children as beneficiaries of such policy or policies during such time as any of the children have not yet reached age 21, or completed undergraduate college education, whichever is last to occur.

ARTICLE VII

MAINTENANCE WAIVER

In consideration of the various promises, undertakings, agreements and conditions contained in this Agreement, the parties hereby waive any and all rights each may have to claim and receive maintenance from the other, past, present, and future, pursuant to the laws of the State of Illinois or of any other State or Country.

ARTICLE VIII

Furniture and Furnishings

The parties agree that all of the items of furniture and furnishings contained in the marital residence will remain in the marital residence and be the sole and separate property of the

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Wife, excepting the following items, which shall become the property of the Husband: Coffee table and three ottoman-stools, large ash tray and swag lamp, kitchen table and four chairs, lazy-boy recliner, Husband's tools, miscellaneous equipment, all trains and accessories, two sets of golf clubs, family glasses with crest, roll away bed, zenith portable stereo, records, cameras and accessories, movies (Husband shall have all family related movies put on video tape and provided to wife within 6 months), guitar, amp and music, portable radio, Husband's books, Husband's guns, Grandpa's Christmas tree and old ornaments and decorations.

ARTICLE IX

Automobiles

Wife shall assign to Husband any interest held by her in the 1993 Dodge B-250 Conversion and 1979 Chevy Pick-up. Said vehicles shall be the sole and separate property of Husband. The Husband shall assign to Wife any interest held by him in the 1985 Dodge Aries, which Wife shall have as her sole and separate property.

ARTICLE X

Debts/Medical Insurance

The Husband and Wife agree that each shall be responsible for the payment of hospitalization and medical insurance premiums for his or her own respective coverage and any and all debts incurred by each party in their individual name beginning January 1, 1994.

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Any debts which exist in the parties individual names will become the sole responsibility of said party in whose name said debt is titled.

The parties acknowledge that certain marital debts exist, which debts consist of a Discover credit card debt and an educational "Plus" loan. The Husband agrees that upon execution of this agreement he shall become solely liable for said debts and shall hold the Wife harmless thereon.

ARTICLE XI

Bank Accounts/Stocks/Bonds/Annuities

1. The parties agree that any accounts of any kind or nature held in the parties individual names, including but not limited to savings, checking, brokerage, individual retirement accounts, or the like shall be the sole and separate property of the individual in whose name said account is titled. Husband and Wife agree that any accounts existing in their joint names shall be divided equally.

2. The parties specifically acknowledge that the parties do not own any bonds, but that bonds exist in the names of their children. The parties agree that any such funds held in the names of the children will so remain until each such child reaches the age of 18, and that neither parent will attempt to receive such funds by or on behalf of any child.

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3. Notwithstanding paragraphs 1 and 2 herein, the parties agree that the Husband shall receive, on or before date of entry of Judgment for Dissolution, the following:

- a. Cash value of State Farm Whole Life Policy; approximate cash value \$2,024.00;
- b. Cash value of State Farm Whole Life Policy; approximate cash value \$1,515.00;
- c. Cash value of Prudential Annuity; approximate cash value \$8,300.00.

ARTICLE XII

Real Estate

1. The Husband and Wife are owners of a certain parcel of real estate improved with a single family residence, commonly known as 5086 Wick Drive, Oak Lawn, Illinois, which has been the marital residence of the parties. Both parties have and each party does by these presents warrant and represent that the marital residence is free and clear of any monetary liens and encumbrances except for a first mortgage in the sum of approximately \$24,000. and unbilled general real estate taxes. The parties represent that said mortgage and real estate taxes are the only liens which currently exist on the premises. If it is hereafter determined that any other lien or encumbrance has been placed against the marital residence by the actions or inactions of one of the parties, then he or she will take all appropriate steps to remove

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such lien or encumbrance including, but not limited to, the payment of any creditor.

The Wife shall be entitled to claim as a deduction from income all items relating to the marital residence, including mortgage interest and taxes, beginning September 1, 1993, and forward.

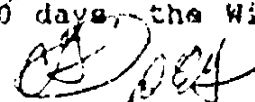
The parties hereby acknowledge that the Husband will vacate the marital residence ^{ON OR BEFORE 4-1-94 at 5 PM OR} ~~within three weeks of date of written~~ ^{AS OTHERWISE AGREED.} ~~notice to vacate, which notice may be served upon Husband's~~ ~~counsel.~~ From the date Husband vacates and forward the Wife shall have exclusive use and occupancy of said residence and shall be solely responsible for payments to become due, including but not limited to mortgage, real estate taxes, insurance, and utilities. Wife shall hold Husband harmless therefrom beginning with date of entry of Judgment, and, further, the parties understand that the Husband's name shall be removed from the mortgage by the mortgage holder following Wife's receipt of Husband's Quit Claim Deed. 

Upon entry of a Judgment for Dissolution of Marriage, the Husband shall execute a Quit Claim Deed transferring his interest in the marital residence to the Wife. The Husband shall then be entitled to record, as a lien against said premises, this Marital Settlement Agreement reflecting that at time of sale of residence by Wife, but not later than the time the youngest child of the parties graduates high school, the Husband shall be entitled to a lump sum payment from the Wife in the amount of \$22,500.00. The parties understand that the Wife need not sell the marital

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residence if she has other options available to her which would allow her to make payment to the Husband of the lump sum amount of \$22,500.00. Further, the parties stipulate and agree that the lump sum payment to Husband of \$22,500.00 shall not be dischargeable by Wife in bankruptcy and if Wife shall file for bankruptcy she agrees to reaffirm said payment of \$22,500.00 to Husband. If at any time prior to Husband's receipt of said lump sum amount the Wife is in arrears on mortgage payments ^{OR TAX PAYMENTS} for greater than 60 days, the Wife shall so notify the Husband in writing. 

At least twenty one days prior to transfer of any interest in the marital premises, whether by sale or otherwise, the Wife shall notify Robins, Kaplan, Miller and Ciresi of said intended transfer and the date and place of such transfer, provided that the Wife has remaining an unpaid balance with Robins, Kaplan, Miller and Ciresi.

The Husband shall report as income an amount equal to \$22,500.00 as his share of gross proceeds of sale of the residence by the Wife, subject to such deferrals and/or exclusions as may be allowed by law. The Wife shall report as income an amount equal to the gross proceeds of sale, less \$22,500.00, less the proportionate share of the adjusted basis of said property and other deductions therefrom as shall be permitted by law, subject to such deferrals and/or exclusions as may be allowed by law. To the extent of each party's respective liability under this paragraph, each shall indemnify the other and hold the other harmless with respect to any and all taxes, penalties, interest, and/or other expenses which may be assessed against one party by

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virtue of the other party's failure to declare his or her respective share of the foregoing sales proceeds.

The parties acknowledge that the Husband has remitted payment for the first installment of 1993 real estate taxes, in an amount approximately equal to ~~\$800.00~~^{725.69}. The Wife shall reimburse Husband for said sum on or before April 1, 1994.

ARTICLE XIII

Retirement Benefits

The Husband and Wife acknowledge that certain retirement benefits have accrued to the Husband by virtue of his employment, including but not limited to pension and profit sharing benefits.

The Wife has accrued retirement benefits relating to employment through the Illinois Municipal Retirement Fund. The total value of said benefits is less than \$500.00. Husband waives any and all interest in and to Wife's Illinois Municipal Retirement Fund, as well as any other retirement funds in which she may have an interest.

The Husband has accrued a fully vested interest in the Chemetron Railway Savings Plan and in the Chemetron Railway Pension Plan. The Wife hereby waives any and all interest in and to said Savings and Pension Plans, as well as to any other retirement funds in which he may have an interest.

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ARTICLE XIV

INCOME TAX RETURNS

The parties acknowledge that for the 1993 tax year, they will file joint federal and state income tax returns. The parties acknowledge that based upon Husband's calculations, Wife shall receive a sum ^{OF} ~~not less than~~ \$ ^{753.18} ~~.00~~ from said refund, and ~~will, in any case, receive that portion of the refund attributable to her income and deductions relative thereto~~ *CD*

ARTICLE XV

ATTORNEYS FEES

Each party shall be solely responsible for their respective attorneys fees and costs relating to this action. The parties hereto state that they have each been fully and completely satisfied with his/her legal representation. On the date of entry of Judgment for Dissolution, the Husband shall remit a cashier's or certified check made payable to The Law Offices of Beverly A. Pekala, P.C., in the sum of \$2,000.00, as a contribution towards the Wife's attorneys fees and costs.

ARTICLE XVI

NAME

The Wife shall be permitted the use of her maiden name, Carol Ondriska.

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ARTICLE XVII

GENERAL PROVISIONS

1. 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 transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents 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. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does

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hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal maintenance, alimony, 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, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or 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 heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further

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assurances as may be required or reasonably required to effect or evidence such releases, waiver, relinquishment or extinguishment of such 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 provisions of this Agreement, or the rights of either party under this Agreement.

3. 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 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 respectively reserving 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; 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, or the rights of either party under this Agreement.

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4. In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, 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 is entered in the pending case referred to hereinbefore. Any documents referenced herein shall be incorporated into this Judgment. The court on entry of the 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.

5. 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 parties are residents of and domiciled in Illinois. Wife filed an

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action for dissolution of marriage in Illinois and Husband filed his appearance and responded in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

6. The parties acknowledge and agree that until such time of entry of Judgment of Dissolution, the terms and conditions of this Agreement are not severable.

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

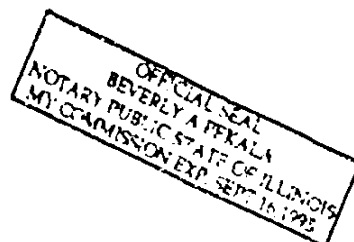
Carol L. Gibbs
CAROL GIBBS

Dennis E. Gibbs
DENNIS GIBBS

Before me, a Notary Public in and for the County of Cook and State of Illinois, appeared, CAROL GIBBS, personally known 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 17 day of March, 1994.

Beverly A. Pekala



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Before me, a Notary Public in and for the County of Cook and State of Illinois, DENNIS GIBBS, personally known 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 _____ day of _____, 1994.

The Court having considered the testimony and other relevant evidence as adduced by the Petitioner finds that the Agreement is fair and equitable, was freely and voluntarily entered into between the parties and is not unconscionable. Accordingly, the Agreement in its entirety, the terms and provisions of its Articles and subsections thereof, is approved by this Honorable Court.

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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AND DECREE AS FOLLOWS:

A. The parties are awarded a Judgment of Dissolution of Marriage and the bonds of marriage heretofore existing between the Petitioner, CAROL GIBBS, and the Respondent, DENNIS GIBBS, are hereby dissolved.

B. The Property Settlement Agreement between the Petitioner and the Respondent, dated 3-17, 1994, and hereinabove set forth in full, is hereby merged, incorporated and made a part of this Judgment 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 Judgment of this Court; each of the parties hereto shall perform under the terms of this Agreement.

C. The Petitioner and Respondent will promptly upon demand by the other party, execute and deliver to the other party any document that may be necessary to effectuate and fulfill the terms of this Judgment.

D. Any right, claim, demand, or interest of the parties in and to the maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other

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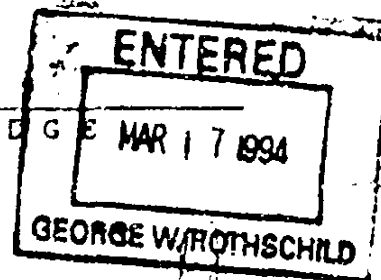
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relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated, excepting as provided in the terms of the Marital Settlement Agreement.

E. This Court expressly retains jurisdiction of this subject matter and the parties of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Property Settlement Agreement made in writing between the parties hereto dated 3-17, 1994, as hereinabove set forth and incorporated therein.

ENTER: _____

J U D G E



*Law Offices of Jeffrey M. Levin, Ltd.
123 W. Madison, Ste 300
Chicago, IL 60602*

Beverly A. Pekala
55 West Wacker Drive
Suite 900
Chicago, Illinois 60601-1701
(312) 782-9200
Firm Code No. 19240

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