

CHICAGO, ILLINOIS 1172 1903

*George White*

Third Principal Meridian, Cook County, Illinois.

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the

Permanent Index Number: 31-27-313-019-0000

3476146

Common Property Address: 4440 Poplar Avenue, Richton Park, Illinois 60471

Lot 376 in Richton Hills 2nd Addition, being a subdivision of part of the southwest quarter (SW1/4) of section 27, township 35 North, range 13 East of the Third Principal Meridian, according to plat thereof registered in the office of the Registrar of Deeds of Cook County, Illinois, on February 4, 1969, as instrument number 2434295, and Surveyor's Certificate of Correction hereon registered March 12, 1969 as Document Number 2439592, and Surveyor's Certificate of Correction hereon registered on May 6, 1969 as Document Number 2449349, and

following described premises, to-wit:

on the certificate 1302564 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF DEEDS  
COOK COUNTY, ILLINOIS

Certificate No. 1302564 Document No. 3476146

Form #20 03476148

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PLACITA JUDGMENT

3476146<sup>0 3 4 7 6 1 4</sup> (1684) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

LOUIS J. HYDE

PLEAS, before the Honorable .....  
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said  
Court, at the Court House in said County, and State, on -NOVEMBER 1st.....  
in the year of our Lord, one thousand nine hundred and -84..... and of the Independence  
of the United States of America, the two hundredth and -NINTH.....

PRESENT: - The Honorable **LOUIS J. HYDE**  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk

*Should read rights, both parties sign in Clerk*

P.I.N: 31-27-313-009  
ADD 4440 POPP AR AVE  
RILEY PARK IL

Property of Cook County Clerk's Office

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11/1/84

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

In re the Marriage of:

SUSAN A. ARNOLD,

Plaintiff,

and

ROBERT D. ARNOLD,

Defendant.

(3)

NOV 1 1984  
CLERK OF COURT  
LOUIS J. HYDE

Case No. 84-D-19478

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing before the  
Honorable Louis Hyde this 1<sup>st</sup> day  
of November, 1984, upon Plaintiff's verified  
Petition for Dissolution of Marriage and Defendant's Response  
thereto; and the Court having heard the evidence in open Court  
and being fully informed, finds as follows:

1. That the Court has jurisdiction of the subject matter and the parties.
2. That Plaintiff, at the time this action was commenced, was domiciled in the State of Illinois and that such domicile was maintained for at least ninety (90) days next preceding the making of this finding.
3. That the parties were married on April 27, 1974, at Homewood, Illinois, and that said marriage is registered at Cook County, Illinois.
4. That, as a result of this marriage, two (2) children were born to or adopted by the parties, namely,

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Karen Elizabeth, born 12/13/75 and Robert Michael, born 9/3/80; that no other children were born to or adopted by the parties; and that Plaintiff is not now pregnant.

5. That Plaintiff is a fit and proper person to have the permanent care, custody, control and education of the children, and this would be in the best interests of the children.

6. That, at all times, Plaintiff has conducted herself as a true, faithful and affectionate wife.

7. That without cause or provocation by Plaintiff, Defendant has been guilty of extreme and repeated mental cruelty toward Plaintiff, as is more fully set forth in the verified Petition and the transcript of evidence filed in this cause.

8. That, after considering all of the relevant factors, the care, custody, control and education of the minor children of the parties, Karen Elizabeth, born 12/13/75 and Robert Michael, born 9/3/80, should be awarded to Plaintiff, as this is in the best interests of said children.

9. That Defendant should pay Plaintiff the amount of a minimum of \$55.00 per week, per child or 27% of his net take home pay per week, whichever is greater, for the support of the minor children, plus all reasonable medical and dental expenses. Defendant shall provide Plaintiff with copies of his pay stubs to verify the amount of child support to be paid.

10. That Defendant should be awarded reasonable visitation with the minor children of the parties.

11. That the parties have voluntarily entered into a written Separation Agreement, a copy of which has been attached

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hereto and is incorporated herein by reference, <sup>4</sup> providing for <sup>6</sup> settlement of property, maintenance and other claims which arise out of the marital relationship existing between the parties and which either of them now has or may in the future have against the other; that said written Separation Agreement has been presented to this Court for its consideration and was admitted into evidence; and that the terms of said written Separation Agreement are fair, reasonable and equitable, and the Court approves of all of them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. That the bonds of matrimony between Plaintiff, SUSAN A. ARNOLD, and Defendant, ROBERT D. ARNOLD, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Plaintiff and Defendant.

B. That the care, custody, control and education of the minor children of the parties, Karen Elizabeth, born 12/13/75 and Robert Michael, born 9/3/80, be and are hereby awarded to Plaintiff.

C. That Defendant pay to Plaintiff the amount of a minimum of \$55.00 per week, per child or 27% of his net take home pay per week, whichever is greater for the support of the minor children of the parties until further order of the Court. Defendant shall provide Plaintiff with copies of his pay stubs to verify the amount of child support to be paid.

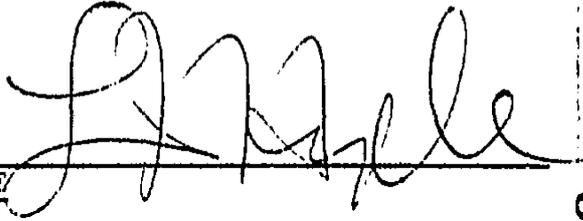
D. That Defendant be and is hereby awarded reasonable visitation with the minor children of the parties.

E. That the written Separation Agreement, voluntarily entered into by the parties and attached hereto, be and is

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hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Court; that, by this reference, said written Separation Agreement be and is hereby made a part hereof as if each provision were set out verbatim in this paragraph; and further that Plaintiff and Defendant be and are hereby ordered to comply with each and every provision of the aforesaid written Separation Agreement.

F. That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

  
\_\_\_\_\_  
JUDGE

HARTT LEGAL SERVICES

  
\_\_\_\_\_  
By: Joel Margolis, #50611  
Attorneys for Plaintiff  
15923 S. Harlem Avenue  
Tinley Park, IL. 60477  
(312) 429-5400

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## SEPARATION AGREEMENT

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between SUSAN A. ARNOLD ("Wife") and ROBERT D. ARNOLD ("Husband") on the date indicated below.

### RECITALS

WHEREAS, the parties hereto have been legally married at Homewood, Illinois on April 27, 1974; the following children have been born as issue of said marriage: Karen Elizabeth, born 11/13/77, now 6 years old; and Robert Michael, born 2/11/80, now 4 years old; and both parties agree that each is a fit and proper person to have custody and control of the children; and

WHEREAS, Wife has filed against Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under docket number 84-1-19476; Husband has filed his Appearance; and this case is pending and undetermined; and

WHEREAS, Wife has employed and had the benefit of Joel Margolin, #16611 of Hyatt Legal Services as her attorney; Husband is not represented by counsel and has chosen to proceed without an attorney as his own free and voluntary act, knowing fully that Wife is so represented; and Husband acknowledges that he never, at any time, consulted with Wife's attorney regarding retaining him in these proceedings and that he is not acting in response to any statements by or conversations with Wife's attorney relative to this matter; and

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WHEREAS, irreconcilable differences have arisen between the parties making the continuation of their marital relationship impossible; and

WHEREAS, the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he or 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; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves, now and forever, all matters arising out of their marriage, including, the matter of allowance for Husband and Wife, the matter of custody, support, maintenance, medical and related needs and education of the children of the parties, the rights in or to the property of the parties, the rights in or to the real or personal property of the other whether now owned or hereafter acquired, the rights growing out of their marital or any other relationship now or previously existing between the parties, the rights or claims in and to the estate of the other and all other rights of every kind, nature and description which either party now has or may hereafter have or claim to have against the other.

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife each agree:

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1. Separation. The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

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

3. Custody. The care, custody, control and education of the above-named minor children shall be with Wife, referred to herein as "Custodial Parent." Husband is referred to herein as "Non-Custodial Parent." Custodial Parent shall not permanently remove said children from the jurisdiction of the Court without prior Court order or written consent of Non-Custodial Parent.

It is agreed that Custodial Parent shall have the right to establish the place of residence and domicile of herself and the minor children of the parties hereto. Custodial Parent shall keep Non-Custodial Parent informed as to the exact place where she and the minor children reside.

4. Modification of Custody. The parties have seriously considered the aforesaid custody provisions and determined that they are in the best interests of the minor children. It is

contemplated that no modification thereof shall be sought

unless significant changes occur in the children's environment or in Custodial Parent's conduct or by further order of the Court.

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5. Visitation. Non-Custodial Parent shall have reasonable visitation rights with the children at all times as shall be agreed upon by the parties regardless of the children's location at any given time. Non-Custodial Parent shall give to Custodial Parent at least twenty-four (24) hours' notice of any proposed visitation. Non-Custodian Parent shall inform Custodial Parent by telephone, if while he is exercising his visitation, he shall be more than thirty minutes late in returning the minor children. If longer visitation time is desired, both parties must agree on the additional time.

If the parties hereto cannot agree with respect to the foregoing times of visitation, a court of competent jurisdiction shall make the determination upon proper notice and petition.

6. Child Support. Subject to the further order of the Court, Non-Custodial Parent shall pay to Custodial Parent, as and for support of the minor children of the parties, a minimum of \$55.00 per week, per child or 27% of his net take home pay per week, whichever is greater, Non-Custodial Parent shall provide Custodial Parent with copies of his pay stubs to verify the amount of child support to be paid. The first payment shall be due on the effective date of this Agreement. Said payments for each child shall continue until said child shall become emancipated, married, eighteen (18) years of age or is deceased. All support payments shall be made directly to Wife.

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7. Medical Insurance and Expenses. Non-Custodial Parent shall maintain, either through his place of employment or independently, a hospitalization insurance policy covering the minor children of the parties during the period of his support obligation. Non-Custodial Parent shall further be responsible for all extraordinary medical, dental and hospital expense required for said minor children. "Extraordinary," for the purposes of this Agreement, shall be defined as anything covered by Non-Custodial Parent's hospital insurance and, in addition, any medical expenses incurred on behalf of the minor children which exceed Twenty Dollars (\$20.00) per month, per child, per illness. In the event of the children's serious illness or the need for extraordinary hospital, surgical, optical or orthodontic care, Custodial Parent shall consult Non-Custodial Parent before incurring expenses. It is understood by both parties that Custodial Parent's obligation to consult Non-Custodial Parent before incurring expenses in any of these connections shall not apply in cases of emergency where the children's lives or health might be imperiled by delay. In the event the Custodial Parent can obtain the same or greater quality insurance benefits at a lesser cost, the Non-Custodial Parent agrees to reimburse Custodial Parent the exact amount of the premium. *For the minor children's part* Husband shall keep Wife on medical insurance policy until she can obtain her own or for a period no longer than three months after the execution of this agreement.

8. Tax Exemption. Custodial Parent shall allow Non-Custodial Parent to take the minor children of the parties as exemptions for state and federal tax purposes, provided the child support payments are current.

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9. Day Care and Post-Secondary Education. Both parties agree that the cost of day care shall be divided equally between the parties.

Both parties shall assist either or both of the minor children with their necessary college expenses.

10. Maintenance. The provisions for Wife as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Wife for maintenance. The provisions for Husband as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Husband for maintenance. Both parties specifically waive all rights to past, present and future maintenance and support.

11. Real Estate. The parties are presently joint owners of real estate located at 4440 Poplar, Richton Park, Illinois.

Title to said property shall remain in the joint names of the parties. Within ~~seven~~ <sup>SIX</sup> ~~days~~ <sup>months</sup> of the effective date of this Agreement, the property shall be listed for sale with a real estate broker acceptable to both parties. No offer to purchase the property shall be accepted unless satisfactory to both Husband and Wife. Husband and Wife shall share equally in any proceeds remaining from such sale after the payment of the mortgage loan obligation, broker's fees, closing costs and taxes and assessments upon said property.

Until the sale of the real estate, Husband shall pay all taxes, assessments and mortgage loan payments.

Further, the parties agree that before the proceeds are divided, the taxes owed to the U.S. government, (currently valued at approximately \$600.00), shall be paid.

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If any issue pertaining to the division of the real property as set forth above becomes a matter of dispute, both parties agree that any such issue shall be submitted for resolution to the court normally hearing domestic relations matters, and accordingly, both parties agree that said court shall retain jurisdiction over such matters.

12. Household Goods. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other.

13. Automobiles. Husband shall obtain or retain title and exclusive use of the 1974 Opel and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Husband shall hold Wife harmless thereon. Wife shall obtain or retain title and exclusive use of the 1976 AMC Pacer and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Wife shall hold Husband harmless thereon. The parties shall execute title transfer documents, if necessary, accordingly.

14. Presentation to Court. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in dissolution of marriage with the request that it be adjudicated to be fair, just and proper

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and that it be adopted as a part of the order of said court in the final decree entered in said proceeding.

15. Effective Date. This Agreement shall be effective upon the entry and recording of a Judgment or Decree for Dissolution of Marriage in the proceeding of which this is a part.

In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

It is agreed by and between the parties hereto that entry of a Judgment or Decree for Dissolution of Marriage in the proceeding referred to herein shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment or Decree for Dissolution of Marriage entered herein, except for the terms and conditions concerning the support, custody or visitation with the minor children of the parties.

16. Insurance Policies. Unless and except as otherwise provided herein, each of the parties agrees that the other, after execution of this Agreement, shall have the right to make any changes in his or her respective insurance policies, including, but not limited to, changing his or her beneficiary, increasing or decreasing the coverage amount or canceling such policies.

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17. Non-Use of Other's Credit. Neither Husband nor Wife

may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

18. Attorney Fees. Except as otherwise agreed, each party shall pay and be responsible for his or her respective attorney fees incurred after execution of this Agreement and in connection with this proceeding.

19. Division of Other Property. Except as set forth herein, the parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

20. Modification of This Agreement. This Agreement may not be altered, changed or modified except in a writing signed by each of the parties.

21. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.

22. Enforcement Expenses. If either Husband or Wife defaults in the performance of any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of

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any violation of this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.

23. Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.

24. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents and shall perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy hereof in lieu of the document regularly required for the conveyance or transfer.

25. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances.

26. Release. Each party does hereby release and discharge

the other from all other claims, rights and duties arising out of said marital relationship, and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance of year's support, right to remain in the mansion house, all rights and claims as widow, widower, heir, distributee, survivor or next of kin and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

27. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

28. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

The parties have affixed their signatures hereto on the dates indicated.

  
ROBERT D. ARNOLD

  
SUSAN A. ARNOLD

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STATE OF ILLINOIS )

1984 OCT 22

COUNTY OF COOK )

ss.

Before me, a Notary Public in and for the county and state aforesaid, personally appeared ROBERT D. ARNOLD, known to me to be the same person who executed the foregoing instrument, and 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 22 day of October, 1984.

Ann M. Dolinski  
Notary Public  
My commission expires 1/25/87

STATE OF ILLINOIS )

ss.

COUNTY OF COOK )

Before me, a Notary Public in and for the county and state aforesaid, personally appeared SUSAN A. ARNOLD, known to me to be the same person who executed the foregoing instrument, and 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 22 day of October, 1984.

Ann M. Dolinski  
Notary Public  
My commission expires 1/25/87

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois,
and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect
and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

[Dotted lines for case details]

in a certain cause lately pending in said Court, between
SUSAN A. ARNOLD plaintiff/petitioner
and ROBERT D. ARNOLD defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 5th

day of NOVEMBER 19, 85

[Signature of Morgan M. Finley] Clerk

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IDENTIFIED
NO.

LAND TITLE CO.  
100 W. NORTH W. FLOOR  
CHICAGO, ILLINOIS 60602

FILE # L-5114-C3

*Kristy Krote*

Property of Cook County Clerk's Office

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