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4. Three (3) children were born to the parties as a result of said Marriage, namely Karen, age 23; Thomas, age 20; and Jeffrey, age 28; all who are legally emancipated. No children were adopted by the parties and the Petitioner is not now pregnant.

5. Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner;

6. The Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein;

7. The parties have entered into a separate Agreement dated March 12, 1985, concerning the questions of the Waiver of Maintenance by Petitioner and Respondent, 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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AGREEMENT

THIS AGREEMENT made and entered into this 12 day of March, 1985, by and between ROBERTA A. DILLON (hereinafter referred to as "Petitioner") and ROBERT W. DILLON (hereinafter referred to as "Respondent").

WITNESSETH:

WHEREAS:

(A) The parties hereto were married on February 23, 1954, at Corinth, Mississippi.

(B) Three children were born to the parties as the issue of said marriage, namely Karen, age 23; Thomas, age 20; Jeffrey, age 28; all who are legally emancipated.

(C) Unfortunate and irreconcilable difficulties and differences have arisen between the parties.

(D) The Petitioner has filed a Petition for Dissolution of Marriage against the Respondent in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, known as cause number 850470 entitled "In Re the Marriage of ROBERT A. DILLON, Respondent." Said cause is still pending and undisposed of; and the Respondent has stipulated that this matter be heard as in cases of default.

(E) Without any collusion as to any dissolution proceedings between the parties (but without prejudice to any right of any action for Dissolution of Marriage which either party may have), the parties hereto consider it to their best interest to settle between themselves now and forever the matters of Maintenance and Support relative to the Wife, and their respective rights of property and all other rights of property or otherwise growing out of the marital or any other relationship now or previously existing between them and which neither of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description, which either of them has or may hereafter have or claim to have against the other, or on or to any property 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.

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(F) The Wife is represented by Einhorn, Picklin & Lake as her attorney.

The Husband is representing himself.

NOW, THEREFORE, in consideration of the foregoing, and further in consideration of the mutual promises and other good and valuable considerations, by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

RIGHTS OF ACTION

1. This Agreement is not one to obtain or to stimulate a Dissolution of Marriage. The 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 as may be commenced by the Husband. The Husband reserves the right to prosecute any action for Dissolution of Marriage which he shall deem necessary of proper and defend any action which Wife has brought or may bring.

PROPERTY SETTLEMENT PROVISIONS

2. Husband agrees to convey and assign to Wife all his rights, title and interest in and to the marital home of the parties located at 435 South Evergreen, Arlington Heights, Illinois, and legally described as follows:

Lot 16 in Block Eight (8) of Arlington Addition to Arlington Heights, a Subdivision of Lot Timeline (12) (except the North $2\frac{1}{2}$ chains of the East 2.0 chains thereof) in the Assessor's division of Sections 29, 30 31 and 32, in Township 42 North, Range 11, East of the Third Principal Meridian.

Upon entry of a Judgment for Dissolution of Marriage, Husband shall execute and deliver a Quitclaim Deed (in duplicate) conveying, transferring and assigning all of his right, title and interest in the marital home to Wife. The Wife agrees to hold the Husband harmless from any liability or responsibility for said residence, including mortgage payments, insurance, taxes, repairs, thereon, upon the Husband's execution of said Quitclaim Deeds.

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MAINTENANCE AND ATTORNEYS FEES PROVISIONS

3. Both Wife and Husband agree that in the event that the parties are hereafter awarded a Dissolution of Marriage, neither of them will ask the Court to award any maintenance from the other, and they each will inform the Court that this is their expectation that they each will be able to provide for their own maintenance hereafter and that it is their desire to waive and release their respective rights and claims to maintenance from one another.

4. That Jeffrey L. Picklin has been paid all attorney's fees regarding representation of Wife in this matter. That no other attorney is due and owing any monies relative to this matter.

MISCELLANEOUS PROPERTY

5. That the parties have heretofore equitably divided all household furnishings, appliances, equipment, bank accounts, savings accounts, and automobiles. That the parties have in their respective sole and exclusive control all items to be divided pursuant to their Agreement.

6. That the Petitioner shall be allowed to resume her maiden name of ROBERTA A. TRAYLOR.

GENERAL PROVISIONS

7. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive, and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest, and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations 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

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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, grantees, devisees or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this Paragraph 12; and further agrees 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 agrees to execute, acknowledge and deliver at the request of the other party; of his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, 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 party of any obligations imposed upon, or undertaken by, the other party under this Settlement Agreement.

8. Each of the parties hereto agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Settlement 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 Settlement 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

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relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

9. Each of the parties hereby waives and relinquishes all rights 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 rights 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 interstate, this Settlement 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 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 that he or she may see fit, without any restriction or limitation whatsoever, except as herein otherwise provided.

10. Except as otherwise provided herein, the provisions of this Settlement Agreement shall come into full force and effect at the time each of the parties delivers to the other a duplicate original hereof, signed by the party delivering the same. In the event that any judgment of Dissolution of Marriage shall be entered in any proceeding in any Court, this Settlement Agreement shall be exhibited to the Court for its consideration. If the Court approves the Settlement Agreement, it shall be incorporated in said judgment.

11. Except as otherwise expressly provided herein, each of the parties shall be responsible for the debts that each has individually and separately incurred during the marriage, including, without limitation, any and all charge accounts.

12. This Settlement Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrator assigns, devisees, and grantees of the parties hereto.

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13. This Settlement Agreement shall be governed by the law of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Robert A. Dillon

ROBERTA A. DILLON

Robert W. Dillon

ROBERT W. DILLON

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WHEREFORE, ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between Petitioner, ROBERTA A. DILLON and Respondent, ROBERT W. DILLON, are hereby dissolved.

2. The Settlement Agreement between the Petitioner and the Respondent, dated March 12, 1985, and hereinabove set forth in full, is 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 is hereby ordered and directed to perform and comply with all of the terms of said Settlement Agreement.

3. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

4. Any right, claim, demand or interest of the parties in and to 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 to homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Settlement Agreement made in writing between the parties hereto dated March 12, 1985, as hereinabove set forth.

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ENTER:



JUDGE

APPROVED:

Roberta A. McEllen

Petitioner

Robert W. Dillon

Respondent

FILED

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IDENTIFIED
No.
Registry of Deeds Titles
HERBERT 'BUS' YOURELL
CHAMBRONE

REGISTRAR OF TITLES

EMERSON FISHBURN & LAKE
3025 N. WILSON ST. #200
ARLINGTON HEIGHTS, IL 60004

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Judgment For Dissolution
of Marriage

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I, Jeffrey Pullen, attorney at law,
hereby certify that this Judgment for
Dissolution of Marriage is a true and
accurate copy of the original. That I have
been paid all attorneys fees and costs
regarding this case 850470.

Jeffrey Pullen