UNOFFICIAL COPY 2Form #20

Certificate No. 1343109 Document No. 3191627
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINGIS:
You are directed to register the Document hereto attached
on the Certificate 1343109 indicated affecting the
following described premises, to-wit: IN Block TWENTY SIX (26), IN HANDLER
HICHIANDS WANT NO FOUR, VILLAGE OF HANDUER MAK, COOK COUNTY I CHINDS,
A subdivision of TART of THE NO-THEAST QUARTER (1/4) of Section 31,
AND THE SUITHEAST RUMPTER (14) OF STETION BO, TOWNSTIP 41 NOTT, RANGE 10,
EAST OF THE THERD PRINCIPAL MERICLIAN, ACCORDING TO PLAT THEREOF
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF CONE COUNTY,
Illinois, on December 18, 1964 As Document Number 218745%
07-31-211-014-0000
1102 WESTCHESTER
HAN PK, 71/ 60103
SectionTownshipNorth, RangeEast of the
Third Principal Maridian, Cook County, Illinois.
CHICAGO, ILLINOIS 45 1986.

UNOFFICIAL C **OPY**(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, COUNTY OF COOK	ss.			
PLEAS, before	' e the Honorable he Circuit Court of Co	GEORGE F	ILCOFF JR. f Illinois, holding a branch C	Court of said
Court, at the Court House	se in said County, and !	State, on July 15,		
in the year of our Lord.	one thousand nine hun	dred and85	and of the In	ndependence
of the United States of	Congrica, the two hundr	edth and tenth		
*	000/2/		ornble . GEORGE FILCOF: Judge of the Circuit Court of	F JR.
	Ox	RICHAE	RD M. DALEY, State's Attori	ney
	(RICHAI	RD J. ELROD, Sheriff	
Attest: MORGAN M. Fl	INLEY, Clerk.	0/		
X		C		,
		RICHAI		
		Ž		
21			C_{λ}	6.3
1 1			14,	<u> </u>
1 20 Ca			\suppression \(\suppression \)	6
g H				3
			Co)
in the				
7 . 7				

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

In re the Mairiage of:

KATHY JUNKIN,

Petitioner,

and

Case No. 45 D 14103

FRANK JUNKIN,

Respondent.

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing upon Petitioner's verified Petition for Dissolution of Marriage, Respondent having been personally served and having filed his Appearance; and the Court having heard the evidence in open Court finds as follows:

- 1. That the Court has juriediction of the subject matter and the parties.
- 2. The Petitioner, at the time this action was commenced, was domiciled in the State of Il'inois and that such domicile was maintained for at least ninety (2J) days next preceding the making of this finding.
- 3. That the parties were married on February 16, 1980, at Hanover Park. Illinois, and that said marriage is registered at Cook County, Illinois.
- 4. That no children were born to or adopted by the parties and that Petitioner is not now pregnant.

- 5. That, at all times, Petitioner has conducted herself as a true, faithful and affectionate Wife.
- 6. That without cause or provocation by Petitioner, Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner, as is more fully set forth in the verified Petition and the transcript of evidence filed in this cause.
- That the parties have voluntarily entered into a written Separation Agreement, a copy of which has been attached hereto and incorporated herein by reference, providing for 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:

- 1. That the bonds of matrimony between Petitioner, KATHY JUNKIN, and Respondent, FRANK JUNKIN, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Petitioner and Respondent.
- 2. That the written Separation Agreement, voluntarily entered into by the parties and attached hereto, be and is

UNOFFICIAL COPY 0 3 4 9 4 3 4 7

SEPARATION AGREEMENT

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between KATHY JUNKIN ("Wife") and FRANK JUNKIN ("Husband") on the date indicated below.

RECITALS

WHEREAS, the parties hereto have been legally married at Hanover Park, Illinois on Februart 16, 1980; there have been no children born to or adopted by the parties; and Wife is not presently pregnant; and

WHEREAS, Wife has filed against houband an action for Dissolution of Mar: 13ge in the Circuit Court of Cook County, Illinois, under docket number 85 D 14103; Husband has filed his Appearance; and this case is pending and undetermined; and

WHEREAS, Wife has employed and had the benefit of Audrey M. Natcone 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 art, knowing fully that Wife is so represented; and Husband acknowledges that he never, at any time, consulted with Wife's attorney regarding retaining her 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

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

248/1 AF

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 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:

- 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.

78HJ 40

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 pe commenced by Husband.

- Maintenance. The provisions for Wife as set forth in this Agreement are in full and complete Eatisfaction 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 Both parties specifically waive all Husband for maintenance. rights to past, present and future maintenance and support.
- Debts. Husband has agreed to pay Wife, pay all debts, obligations and charges incurred by the parties, severally or jointly, prior to the execution of this Agreement, and shall defend and hold Wife harmless thurson.
- Real Estate. The parties are joint owners of real 5. estate located at 1102 Westchester, Hanover Park, Illinois, and Exhibit "A" attached noreto described in further incorporated herein by reference. Within seven (7) days of entry and recording of a Decree of Dissolution of Marriage or Judgment of Divorce, the Wife shall, by appropriate quitclaim deed, convey to Husband all of her right, title and interest in and to the aforesaid real estate. Upon Wife's failure to so



convey all right, title and interest in and to said real estate, thereupon this Agreement shall be, constitute and operate as such conveyance, and the County Auditor and County Recorder are hereby respectively authorized and directed to transfer and record the same tor a public record of such conveyance. Upon conveyance, Husband shall assume all taxes, attlities, insurance and mortgage obligations on such property and hold Wife harmless thereon.

Concurrently with such transfer and conditioned thereon, the Husband shall execute a note payable to the Wife substantially similar to the note attached hereto as Exhibit "B," which note shall be, upon demand by the transferor, secured by a mortgage deed executed by the transferee. In consideration for Wife giving up her interest in the property at 1102 Westchester, Hanover Fork, Husband will assign to Wife the following: \$12,500.00 in stock in Accurate Steel Treating, \$3,400.00 in stock from Mega-Trends, 5(fty (50%) percent of the marital stock (total of 2.5%) in Perfection Heat Treating and \$4,300.00 in cash.

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.

- Automobiles. Husband shall obtain or retain title and exclusive use of the 1985 Chrysler Laser 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 1985 Ford Bronco and shall become solely obligated for all payments due or which may become 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.
- 8. Bank Accounts Not Jointly Held. The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.
- 9. 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.

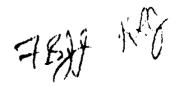
In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to entorce the provisions and



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 Diagolution of Marriage entered herein.

- 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.
- 11. Non-Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts of obligations upon the credit of the other, and each shall indemnify, detend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.
- 12. Attorney Fees. Except as otherwise aggreed, 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.
- 13. 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



Property of Cook County Clerk's Office

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.

- 14. Modification of This Agreement. This Agreement may not be altered, changed or modified except in a writing signed by each of the parties.
- 15. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.
- 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 any provisions of this Agreement, then the party found to be indefault shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.
- 17. 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.
 - 18. Performance of Necessary Acts. Each party shall

03494527

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.

- 19. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances.
- 20. 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, distributes, survivor or next of kin and all other rights or claims

7FJ) X

KAY

3494627

UNOFFICIAL COPY

0 3 4 9 4 3 2 /

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.

- 21. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal rapresentatives and assigns of the parties hereto.
- 22. 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.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated.

6/22/85

NAVA TO THE SAME

6/13/55

Date

KATHY/JUNKIN

0 3 4 9 4 5 2 7
STATE OF ILLINOIS)) 88. COUNTY OF COOK)
Before me, a Notary Public in and for the county and state aforesaid, personally appeared FRANK JUNKIN, 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.
 of, 1985.
Notary Public
My commission expires: 2-29-84 STATE OF ILLINOIS 85.
COUNTY OF COOK
Before me, a Notary Public in and for the county and state aforesaid, personally appeared KATHY JONKIN, 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 14 day of, 1985.

1

My commission expires:

x-30.84

UNOFFICIAL, COPY 2/

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 Petitioner and Respondent be and are hereby ordered to comply with each and every provision of the aforesaid written Separation Agreement.

3. That Wife's former name, ALLEN, be and is hereby reinstated.

cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

ENTER:

JUDGE

CLUKE CHANGE

HYATT LEGAL SERVICES
By: Audrey Natione
Attorneys for Petitioner
4821 West Irving Park Road
Chicago, Illinois 60641
(312) 283-4704
\$54013

UNOFFICIAL, COPY. /

	O'S O'S					
STATE OF ILLINOIS, COUNTY OF COOK	33 .	24 C				
I, MORGAN ! and the keeper of the re	M. FINLEY, Clerk of the ecords, files and seal then	e Circuit Teart of (eof, do hereoy cort	Cook County, in a lifty the above and f	nd for the State of Illin foregoing to be true, peri	ois, lect	
and completeCOPY	OF A CERTAIN JUDGM	MENT MADE AND	ENTERED OF RE	CORD IN SAID COUR	T:	
				***************	• • •	
	* * * * * * * * * * * * * * * * * * * *		······		ري پيل	
				()	9	
***************************************					···×	
					• • •	
in a certain cause lately p	ending in said Court, bet	ween			• • •	
	KATHY JUNKIN			plaintiff/petitio	ner	
and	FRANK JUNKIN			defendant/respondo	ent.	
	IN	WITNESS WHERE	EOF, I have hereun	to set my hand, and affi	xed	
		the seal of said Co	ourt, in said County	, this . 17th		
10-84) CCDCH-6				enley ci		

UNOFFICIAL COPY Hy way or loans Illian CENTIFIED HEIVOLD BERGER TINETAL STR. JAHAN 7225 LONGARADOW W CONT FEB MAYOUER PARK, IL. 60103 404 5 4 02 PM '86 Ç HARANS عمرى REGISTRAR & DE TITLES 3494627 Property of Cook County Clerk's Office 3494627