

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

In Re the Marriage of  
SHARON Tomulecni

v.

*[Handwritten signature]*

NO. 77 D 15807

Property of  
COPY  
K'S  
PROPERTY

3491145

ORDER

This matter coming on to be heard on the  
Emergency Motion to Enter Contract For Sale of Real Estate  
and the attorneys for the parties being present in open  
court and the court being fully advised on the  
premises it IS HEREBY ORDERED:

- 1) That Sharon shall sign the agreement between  
the parties in regards to the transfer of the property  
at 7022 W. Bushwood, Dale, Ill. as soon as possible.
- 2) That the parties shall close through an  
express escrow at Chicago Title Company in Skokie  
on Jan 31, 1986 if possible.
- 3) That Sharon shall take or cause her things  
from the property by Feb. 9, 1986. Richard shall  
take possession of the property on Feb. 10, 1986  
and he may move on his personal property anytime  
after the closing takes place.
- 4) Richard shall deposit the \$500.00 earnest money with  
attorney as soon as possible.

Atty No. 50705  
 Name Carol F. Tomulecni  
 Attorney for Respondent/Petitioner  
 Address 9636 Lowell  
 City Skokie, Ill  
 Telephone 679-2824

..... 19.....

ENTER:

JAN 27 1986  
 JUDGE JOHN J. ...  
 DEPUTY CLERK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

310110

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

~~10/1/86~~  
~~[Signature]~~

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

*[Signature]*

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
MAY 1 1986  
FBI - CHICAGO

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03444145

DM

February 4, 1986

I, Helen R. Royal, attorney ~~and~~ agent for Sharon Haber f/k/a Sharon Tomasoni ~~and~~ having been duly sworn depose and state:

1. That she is the attorney and agent for Sharon Haber f/k/a Sharon Tomasoni.

2. That she has personal knowledge that Sharon Haber received the \$3,000.00 referred to in the promissory note attached to the agreement signed by Sharon Haber f/k/a Sharon Tomasoni on January 31, 1986.

Helen R. Royal  
Attorney for  
Sharon Haber

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## A G R E E M E N T

WHEREAS, the parties to this Agreement, Richard Tomoleoni, hereinafter referred to as Richard, and Sharon (Tomoleoni) Gabor, hereinafter referred to as Sharon were formerly husband and wife, the bonds of matrimony having been dissolved by virtue of a Judgment of Dissolution of Marriage entered in the Circuit Court of Cook County, under case No. 77 D 15807, and

WHEREAS, the parties are joint tenants of a certain piece of real estate located at 7022 West Birchwood, Niles, Illinois which was the former marital residence, and it has come to pass under the terms of the aforementioned Judgment of Dissolution of Marriage that the residence must be sold and that Sharon has offered said property for sale but has failed to secure an offer which is acceptable to Richard, and

WHEREAS, Richard desires to have Sharon quit claim her interest in said property to him,

IT IS HEREBY AGREED BETWEEN THE PARTIES:

### I. Value of Property

A. That the property at 7022 W. Birchwood, Niles, Illinois shall be valued at ~~\$120,465.00~~ <sup>\$131,465.00</sup> for the purposes of this Agreement, and that Richard shall pay to Sharon in the form of a certified check or cashier's check the amount due her under the terms of the Judgment of Dissolution of Marriage, specifically Paragraph O, Sections (i) through and including (xvi), and if the parties cannot agree to an amount in accordance with the aforementioned Paragraph and Sections, then the amount shall be as ordered by the court.

### II. Security of Performance

A. That upon presentation of this Agreement by Richard to Sharon, Richard did attach a Promissory Note, a copy of which

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# UNOFFICIAL COPY

0 3 4 7 4 1 4 2

is marked "Exhibit A" and attached hereto and made a part hereof, in the amount of \$5,000.00

B. That said promissory note shall be redeemed for cash or check within five (5) days after Sharon signs this Agreement, and that said cash or check shall be deposited into a joint savings account at a mutually agreed bank and that said savings account shall require the signatures of the parties' respective attorneys in order for a withdrawal to be made. ~~All accrued interest shall go to Richard.~~ RT

C. That in the event Richard fails to pay Sharon her money at the required time under the terms of this Agreement or by order of court, then Richard shall forfeit said money to Sharon.

D. That said \$5,000.00 shall be used to reduce the money owed to Sharon by Richard under the terms of this Agreement, ~~and shall be used for no other purpose.~~ RT

### III. Title

A. That Sharon shall execute a quit claim deed to Richard on the transfer date as specified in this Agreement, and that said quit claim deed shall be signed by Sharon's husband and/or Sharon shall cause said husband to execute a waiver of Homestead as may be required by the Chicago Title Insurance Company or any other title company as designated by the parties.

B. That Sharon shall execute the following documents at the time of the transfer as specified in this Agreement:

1. ~~Affidavit of title~~ <sup>SR</sup> RT
2. Bill of Sale
3. State and County Transfer Declaration Forms
4. Aita statement if required by Chicago Title Company or any other title company as designated by the parties.

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5/10/10



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5. Transfer Settlement Statement detailing all of the costs of the transfer, the value of the property, the attorney's fees, the prorations and credits to Sharon, the sum paid to Sharon by Richard, and all other costs or fees, credits or debits as are involved in this transfer under the terms of this Agreement.

*Settlement statement is to be prepared by Richard's attorney.*

C. Richard shall execute or cause to be executed the following documents at the time of the transfer as specified in this Agreement:

1. A release of the security money to Sharon.
2. A release of any and all obligations Sharon has under the existing mortgage. Said release shall be executed by Angelina Tomelconi, the mortgagee.

D. That ten (10) prior to the date of the transfer, Sharon shall present to Richard a tract search and a State and Federal Tax Lien Search as completed by Chicago Title Insurance Company or any other designated title company, or in the event it is determined by Chicago Title Insurance Company that it is necessary for Richard to secure title insurance which does not bear the name of Sharon in order for Richard to insure title on the property, then Sharon shall present to Richard ten (10) days prior to the date of transfer a commitment for title insurance

3491145

and the parties shall share the cost of the tract and lien searches. *Time is of the essence for closing. This may be closed in the or the cost of title insurance as the case may be. Terrens office or at an agreed upon title company. Every effort to close without having to*

E. This Agreement is contingent upon Sharon removing and having released any and all liens and or encumbrances which she or her husband may have caused to be placed on the property, other than the existing mortgage and all existing encumbrance and restrictions on the property as existing when Sharon and Richard

*purchase title insurance*

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originally purchased the property as evidenced by the existing title insurance policy. *Richard takes the property subject to any liens or encumbrances he or Linda Tomokoni may have caused to be placed on the house.*

## IV. Personal Property

A. The following personal property located on the premises shall become the sole property of Richard. Richard shall pay no additional monies to Sharon for said property and Sharon shall include said property in the aforementioned Bill of Sale: screens, storm windows and doors *as exist*, drapery rods, curtain rods, attached TV antenna, *water softener as exist*, ~~garage door receiver~~ *1985 Almond-colored* (space) and ~~transmitter~~ *range, refrigerator, disposal,* dishwasher, washer, *dryer*, all window treatments, all lighting fixtures, air conditioning, heating, lighting and plumbing fixtures.

B. That all appliances, plumbing, electrical, heating and air conditioning and other mechanical functions on the premises, shall be in working order on the date of transfer. *Sharon states they are in working order as of this date.*

## V. Prorations

A. The parties shall as of the date of transfer prorate the following items:

1. Sharon's portion of the 1985 Real Estate taxes based on the most recent ascertainable real estate taxes, if the tax bill for the current year when issued is increased more than ten percent (10%) over the amount of the most recent ascertainable taxes, then the parties hereto shall prorate the taxes.
2. *Sharon shall be responsible for the water bill* ~~The parties shall prorate the water bill to the date of transfer.~~ *till February 10, 1986.*
3. The parties shall prorate Sharon's portion of the homeowners insurance.

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## VI. Date of Transfer

A. The parties shall execute all documents as contained in this Agreement and Richard shall pay to Sharon all monies owed on January 30, 1986 <sup>or sooner at Richard's option RT Sg</sup> ~~at the office of either of the attorney's~~ <sup>in the Torrens office as may be mutually agreed. (RT) Sg</sup> or at the designated title company, as may be mutually agreed.

B. Possession of the premises shall be ~~no later than the~~ <sup>on February 10, 1986. Richard may place his</sup> date of transfer at which time Sharon shall turn over the keys to Richard <sup>personal property in the residence following the closing. The property is to be placed in the living room, dining room and/or garage, and basement. (RT) Sg</sup>

## VII. Other Provisions

A. ~~If prior to the transfer date improvements on the~~ shall be destroyed or materially damaged by fire or other casualty this Agreement at the option of Richard shall become null and void. <sup>(RT) Sg</sup>

B. Sharon shall remove from the premises by the date of possession all debris and personal property not conveyed by bill of sale to Richard.

C. Sharon warrants that she has not received notice of any dwelling code violations which exists on the date of this Agreement from any city, village, or other governmental authority.

D. Sharon agrees to surrender possession of the real estate in the same condition as it was at the date of this Agreement, ordinary wear and tear excepted. <sup>This includes specifically the front door as is (RT) Sg</sup>

E. ~~Richard reserves the right to inspect the premises within~~ seventy-two (72) hours of the date of transfer to determine Sharon's compliance with the terms of this Agreement. <sup>(RT) Sg</sup>

F. The parties shall each bear the cost of their own attorney's fees in relation to this Agreement, transfer of the property and any and all court action as relates to this Agreement and transfer of the property.

G. Sharon shall direct the existing homeowner's insurance company to place the insurance policy in the name of Richard

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alone.

H. This Agreement shall be executed in duplicate and each party shall have an original.  
*RT Richard Tomoleoni as Buyer 1 extra month of insurance + Federal Express cost, sum. 21.*

I. Time is of the essence of this agreement.  
J Carol Taxman will hold the \$2,750.00 certified check from Richard Tomoleoni for Callers & Patino.  
K Helen Lopez will hold the \$2,750.00 check from Sharon Tomoleoni for Callers & Patino.

This Agreement is hereby signed by Richard Tomoleoni on this 11<sup>th</sup> day of November, 1985.

Richard Tomoleoni  
Richard Tomoleoni

This Agreement is hereby accepted by Sharon (Tomoleoni) Gabor this 7<sup>th</sup> day of ~~November~~ <sup>January</sup>, 1986. RT

Sharon Gabor  
Sharon Gabor

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01/10/19



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CCG:2

ORDER

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT DIVORCE DIVISION  
(COUNTY) (MUNICIPAL) (DIVISION) (DISTRICT)

IN RE THE MARRIAGE OF:

SHARON TOMOLEONI,  
Petitioner,

and

RICHARD TOMOLEONI,  
Respondent.

NO. 77 D 15807

### ORDER

This cause having come on the Petition of the Counsel of Record herein for SHARON TOMOLEONI, said matter having been set for hearing on this date, and the sworn testimony of SHARON'S counsel, having been offered, and said witness having been cross-examined by RICHARD'S counsel of record, and RICHARD and SHARON having been present during this hearing, and the Judge being fully advised in the premises,

IT IS HEREBY ORDERED:

- RICHARD WILL pay to ROBERT W. BELTON & ASSOCIATES, by check in the sum of \$1800.<sup>00</sup>, as and for a total award of fees, herein for services rendered by said counsel through and including the 30<sup>th</sup> day of November, 1978.
- The said fees will be paid to SHARON'S said counsel of record in equal proportions 30, 60, 90, 120 days herefrom.

3191145

*Attorney to Judge for Div. by*

Name BURTON I. ZOUB  
Attorney for Respondent  
Address One North LaSalle Street  
City Chicago, Illinois 60602  
Telephone Central 6-8502

ENTER:

BURTON I. LITTON  
Judge

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

EXHIBIT "A"

*Row DALSON  
332-5508*

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0101112

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 1-30-86

*Margaret Foley*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

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LIBERTY SAVINGS  
Chicago, Illinois

PAY TO THE ORDER OF *Richard Tomoloni*

*Four hundred and fifty and 00/100* DOLLARS

MEMO *2-21-79*

422

RICHARD TOMOLONI 440

PAY TO THE ORDER OF *Ronald Balson* *July 2, 1979* *27100*  
*27100* \$ *450.00*

*Four hundred fifty and 00/100* DOLLARS

LIBERTY SAVINGS  
Chicago, Illinois

MEMO *Richard Tomoloni*

⑆ 271071004⑆ 30⑈850067⑈⑈01 ⑈0000045000⑈

RICHARD TOMOLONI 483

PAY TO THE ORDER OF *Ronald Balson* *Sept 14, 1979* *27100*  
*27100* \$ *250.00*

*Two hundred fifty and 00/100* DOLLARS

LIBERTY SAVINGS  
Chicago, Illinois

MEMO *Richard Tomoloni*

⑆ 271071004⑆ 30⑈850067⑈⑈0483 ⑈0000025000⑈

RICHARD TOMOLONI 459

PAY TO THE ORDER OF *Ronald Balson* *Aug 10, 1979* *27100*  
*27100* \$ *200.00*

*Two hundred and 00/100* DOLLARS

LIBERTY SAVINGS  
Chicago, Illinois

MEMO *Richard Tomoloni*

⑆ 271071004⑆ 30⑈850067⑈⑈0459 ⑈0000020000⑈

RICHARD TOMOLONI 619

PAY TO THE ORDER OF *Ronald W. Balson and Assoc. S.B.S.* *Apr 5, 1980* *27100*  
*27100* \$ *66.66*

*Sixty six and 66/100* DOLLARS

LIBERTY SAVINGS  
Chicago, Illinois

MEMO *2-29 1 month at 6.5% per* *Richard Tomoloni*

⑆ 271071004⑆ 30⑈850067⑈⑈0619 ⑈0000006666⑈

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07100030-1  
CHICAGO  
LIBERTY SAVINGS

LIBERTY SAVINGS

001 081279

70-2322  
NATIONAL BANK OF NORTH EVANSTON  
LIBERTY SAVINGS

PAY TO THE ORDER OF  
LIBERTY SAVINGS  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION

Property of Cook County Clerk

PAY TO THE ORDER OF  
LIBERTY SAVINGS  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
2 021 407

LIBERTY SAVINGS  
CHICAGO  
ILLINOIS

70-2322  
NATIONAL BANK OF NORTH EVANSTON  
LIBERTY SAVINGS

1571

PAY TO THE ORDER OF  
LIBERTY SAVINGS  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
2 021 407

LIBERTY SAVINGS  
CHICAGO  
ILLINOIS

70-2322  
NATIONAL BANK OF NORTH EVANSTON  
LIBERTY SAVINGS

1571

PAY TO THE ORDER OF  
LIBERTY SAVINGS  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
2 021 407

LIBERTY SAVINGS  
CHICAGO  
ILLINOIS

70-2322  
NATIONAL BANK OF NORTH EVANSTON  
LIBERTY SAVINGS

1571

LIBERTY SAVINGS  
CHICAGO  
ILLINOIS

70-2322  
NATIONAL BANK OF NORTH EVANSTON  
LIBERTY SAVINGS

1571

RICHARD TOMOLEONI

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490

PAY TO THE ORDER OF

*Ronald Balbon*

*Sept 28, 1979* 2-7100  
2710

*1250 hundred fifty and 00/100* DOLLARS

Liberty Savings

Chicago, Illinois

MEMO: *Official payment to Richard Tomoleoni*  
⑆ 27 10 7 100 ⑆ 30 8 5006 7 ⑆ 0490 ⑆ 0000025000 ⑆

RICHARD TOMOLEONI

2261 W. LOGAN BLVD.  
CHICAGO, ILL. 60647

610

PAY TO THE ORDER OF

*Ronald Balbon and Assoc*

*March 22, 1980* 2-7100  
2710

*Sixty six and 66/100* DOLLARS

Liberty Savings

Chicago, Illinois

MEMO: *Official payment to Richard Tomoleoni*  
⑆ 27 10 7 100 ⑆ 30 8 5006 7 ⑆ 0660 ⑆ 0000006666 ⑆

RICHARD TOMOLEONI

109

PAY TO THE ORDER OF

*Ronald Balbon Attorney at Law*

*Nov 26, 1979* 2-7100  
2710

*One hundred and 00/100* DOLLARS

Liberty Savings

Chicago, Illinois

MEMO: *Official payment to Richard Tomoleoni*  
⑆ 27 10 7 100 ⑆ 30 8 5006 7 ⑆ 0109 ⑆ 0000010000 ⑆

RICHARD TOMOLEONI

500

PAY TO THE ORDER OF

*Ronald Balbon*

*Oct 12, 1979* 2-7100  
2710

*Five hundred and 00/100* DOLLARS

Liberty Savings

Chicago, Illinois

MEMO: *Official payment to Richard Tomoleoni*  
⑆ 27 10 7 100 ⑆ 30 8 5006 7 ⑆ 0500 ⑆ 0000010000 ⑆

RICHARD TOMOLEONI

2261 W. LOGAN BLVD.  
CHICAGO, ILL. 60647

630

PAY TO THE ORDER OF

*Ronald Balbon and Assoc*

*May 2, 1980* 2-7100  
2710

*Sixty six and 00/100* DOLLARS

Liberty Savings

Chicago, Illinois

MEMO: *Official payment to Richard Tomoleoni*  
⑆ 27 10 7 100 ⑆ 30 8 5006 7 ⑆ 0630 ⑆ 0000006600 ⑆



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ANY BANK OR BANKER (FED.)  
National Bank of  
North Evanston  
EVANSTON, ILLINOIS

PAY TO THE ORDER OF  
NATIONAL BANK OF NORTH EVANSTON  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
CHICAGO, ILL. 60611  
LIBERTY SAVINGS BANK  
021 407

ANY BANK OR BANKER (FED.)  
National Bank of  
North Evanston  
EVANSTON, ILLINOIS

LIBERTY SAVINGS BANK  
CHICAGO, ILL. 60611  
021 407

057  
520  
357  
BANK  
2-50-1

014

PAB 0710-0030-1  
FRB CHICAGO

ANY BANK OR BANKER (FED.)  
National Bank of  
North Evanston  
EVANSTON, ILLINOIS

PAY TO THE ORDER OF  
NATIONAL BANK OF NORTH EVANSTON  
FOR DEPOSIT ONLY  
RONALD H. BALSON  
ATTORNEY AT LAW  
CHICAGO, ILL. 60611  
2 018 635

0710  
CHIC

6161

PAB 0710-0030-1  
FRB CHICAGO

ANY BANK OR BANKER (FED.)  
National Bank of  
North Evanston  
EVANSTON, ILLINOIS

PAY TO THE ORDER OF  
NATIONAL BANK OF NORTH EVANSTON  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
CHICAGO, ILL. 60611  
6161 021 407

299145

ANY BANK OR BANKER (FED.)  
National Bank of  
North Evanston  
EVANSTON, ILLINOIS

PAB 0710-0030-1  
FRB CHICAGO

PAY TO THE ORDER OF  
NATIONAL BANK OF NORTH EVANSTON  
FOR DEPOSIT ONLY  
RONALD H. BALSON & ASSOCIATES  
A PROFESSIONAL CORPORATION  
CHICAGO, ILL. 60611  
6161 021 407

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

IN RE THE MARRIAGE OF  
SHARON TOMOLEONI,  
Petitioner

and v.

RICHARD TOMOLEONI,  
Respondent

NO. 77 D 15807

ENTERED  
CLERK OF THE CIRCUIT COURT  
MORGAN M. FINLEY  
JAN 29 1986  
ASSOC. JUDGE  
DEPUTY CLERK

AGREED ORDER

This matter coming on to be heard on the MOTION TO AMEND THE JUDGMENT OF DISSOLUTION OF MARRIAGE, as filed by Respondent, Richard Tomoleoni, and the parties through their attorneys having conferred and the court being fully advised in the premises, the court doth find as fact that:

1. That the legal description of the property located at 7022 W. Birchwood, Niles, Illinois as referred to in Paragraph O, page 13 of the Judgment of Dissolution of Marriage as entered by Judge Liffahin on November 30, 1978 in the above case and as fully stated in "Exhibit A" of said Judgment, is incorrect and erroneous.

2. That the correct and accurate legal description for the aforementioned property is: Lot Thirteen (13) In Block One (1) in Talman and Thiel's Howard Avenue Niles Subdivision in Southwest Fractional Quarter (1/4) of Fractional Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, as contained in a certain

Name  
Attorney for ..... 19....  
Address  
City ENTER:  
Telephone .....

Judge

Property of Cook County Clerk's Office 3491145

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ORDER

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

IN RE THE MARRIAGE OF  
SHARON TOMOLEONI,  
Petitioner  
and v.  
RICHARD TOMOLEONI,  
Respondent

NO. 77 D 15807

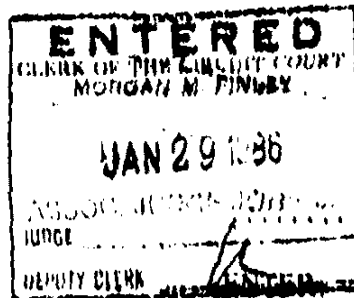
AGREED ORDER (continued)

Certificate of Title, #1178488 showing Richard Tomoleoni and Sharon Tomoleoni in joint tenancy as of August 1, 1973.

WHEREFORE, IT IS HEREBY ORDERED:

a. That the Judgment of Dissolution of Marriage as entered in this case on November 30, 1978 is hereby amended to recite the correct and accurate legal description of the real property as referred to in Paragraph O, page 13 of said Judgment of Dissolution of Marriage and as incorrectly contained in "Exhibit A" of said Judgment and said correct and accurate legal description being: Lot Thirteen (13) In Block One (1) in Talman and Thiel's Howard Avenue Viles Subdivision in Southwest Fractional Quarter (1/4) of Fractional Section 30, Township 41 North, Range 13, East of the Third Principal Meridian.

Name Carol J. Taxman  
Attorney for Respondent  
Address 9636 Lawlor  
City Skokie, IL, 60077  
Telephone 679-3852  
Attny. #50705



Judge

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

3191145



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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

7/29/80  
[Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

PENALTY OF THE LAW

[Signature]

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PLACITA - APPEALS

JUDGMENT

CCJ-76B-6M-12-16-82(216)

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK } ss.

REUBEN J. LIEFSHIN

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 30th  
78  
in the year of our Lord, one thousand nine hundred and ..... and of the Independence  
of the United States of America, the two hundredth and ..... third

PRESENT: - The Honorable **REUBEN J. LIEFSHIN**  
Judge of the Circuit Court of Cook County.

**BERNARD CAREY**

~~RICHARD J. ELROD~~, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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FEB 4 10 50 AM '95

REGISTRAR'S OFFICE

*Handwritten initials*

3494145

34941

3494145

IDENTIFIED
NO.
3494145
REGISTRAR'S OFFICE
EVANSTON, ILL.

*Handwritten initials*

REAL ESTATE GROUP  
1820 ... AVE.  
EVANSTON, IL 60201

610111

Property of Cook County Clerk's Office

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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;

In a certain cause lately pending in said Court, between . . . . .

SHARON TOMOLEONI . . . . . Plaintiff/petitioner

and RICHARD TOMOLEONI . . . . . Defendant/respondent.

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

the seal of said Court, in said County, this . . . . . 28th . . . . .

day of . . . . . January . . . . . 19 86

*Morgan M. Finley*  
Clerk

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Property of Cook County Clerk's Office

310111

STATE OF ILLINOIS )  
COUNTY OF COOK )

*[Handwritten signature]*

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

IN RE THE MARRIAGE OF:  
SHARON TOMOLEONI,  
Petitioner,

and  
RICHARD TOMOLEONI,  
Respondent.

NO. 77 D 15007

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come before this Trial Judge, pursuant to assignment for contested trial, by the Presiding Judge of this division, said matter having been heard as a contested matter by this Trial Judge on July 26, 1970, and said matter having commenced as a contested trial as to grounds for divorce, distribution of property of the parties, and as to custody of the minor children herein, and the Petitioner, SHARON TOMOLEONI, (hereinafter referred to as "SHARON"), having been present in Open Court, and the Respondent, RICHARD TOMOLEONI, (hereinafter referred to as "RICHARD"), having been present in Open Court, and SHARON having been represented in said matter by DOMINA UDINI, of the law firm of RONALD H. BALSON & ASSOCIATES, and

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RICHARD having been represented in Open Court by his attorney, BURTON I. COUB, and after the Opening Statement of BURTON I. COUB, on behalf of RICHARD, RICHARD, having then indicated to this Judge that he would no longer contest matters relating to SHARON'S proof in support of her allegations as to RICHARD'S misconduct herein, nor would RICHARD contest SHARON'S prayer to gain permanent care, custody, and control of the minor children herein, and SHARON, under oath, having then given her sworn testimony in support of her allegations as to RICHARD'S extreme and repeated physical cruelty herein and her testimony relative to her needs and the needs of the minor children herein, and RICHARD, then under oath, having been called to the stand by SHARON'S counsel under Section 6B, and RICHARD having then testified as to his assets, liabilities and income, and RICHARD, during such examination, having indicated that he did not wish to offer rebutting testimony with regard to SHARON'S testimony in support of her allegations of misconduct herein, and RICHARD, during said examination, having indicated that he would offer no testimony relative to disputing SHARON'S prayer for permanent care, custody, and control of the minor children, and RICHARD, then testifying as to certain other pertinent evidence herein under direct examination by his own counsel, and both parties having been cross-examined to the extent desired by their respective counsel of record, this Judge, having then considered the evidence and now being fully advised in the premises, DOTH FIND as follows:

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1. This Court has jurisdiction over the subject matter of this cause and the parties herein.
2. Both SHARON and RICHARD are now, and for more than ninety (90) days preceding the inception of this cause, have been domiciliaries of the County of Cook and State of Illinois, and that they have been so domiciled for a substantial period of years prior to the inception of this cause, through and including the present date, without interruption.
3. The parties hereto were married on June 29, 1963, and said marriage was registered in the City of Chicago, and they lived together as husband and wife until on or about July 18, 1977. Further, they have remained separate and apart since said date to the present date, without interruption, and without cause or provocation on the part of SHARON.
4. At all times during the marriage of the parties SHARON has conducted herself towards RICHARD, as a true, kind and affectionate wife.
5. Four (4) children were born as a result of this marriage, namely LISA TOMOLEONI (born on November 29, 1964), LORIE TOMOLEONI (born on January 16, 1966) LEIA TOMOLEONI (born on January 29, 1972) and LIA TOMOLEONI (born on May 1, 1974). All of these minor children were born natural issue of this marriage and reside with SHARON at 7622 Birchwood, Niles, Illinois. No children were adopted by the parties hereto. SHARON is not presently pregnant.

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6. Both SHARON and RICHARD are found to be fit and proper persons to have the permanent care, custody and control of the minor children, but this Judge deems it appropriate that such permanent custody be given to SHARON as more fully set forth in the decretal portion hereinbelow.

7. RICHARD, in disregard of his marriage vows to SHARON, and without fault or provocation on the part of SHARON therefor, has been guilty of extreme and repeated mental cruelty within the purview of the applicable provisions of the Illinois Marriage and Dissolution of Marriage Act and has proven in her evidence, three such incidents of extreme and repeated physical cruelty on or about August 15, 1976, March 18, 1977 and July 17, 1977.

8. RICHARD, at the time of entry of this instant Judgment is 37 years of age and SHARON is 32 years of age. SHARON, at the time of the hearing of this cause was unemployed, and RICHARD was and is presently employed with the Board of Education of the City of Chicago.

9. All provisions hereinbelow relating to matters of maintenance, child support, and provisions relating to distribution of the assets of the parties and liability for the debts of the parties, which was in dispute during the hearing of this cause, have been determined by this Trial Judge after hearing the evidence of the parties and arguments of their respective counsel.

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10. The delay occurring between the date of the trial herein and the entry of this instant Judgment of Dissolution of Marriage has been caused by both the dispute of the parties herein, as to the specific directions of the Judge at the close of the contested hearing herein, and by virtue of continuances requested by this Judge, when said Judge was unable to hear certain disputes relating to the contents of this instant Judgment, and evidence by SHARON'S counsel in support of her Petition for Fees herein, and this Judge is now satisfied that the circumstances and evidence at the time of entry of this Judgment are so nearly the same as when the hearing of this cause was conducted, that neither party will be harmed by entry of this instant Judgment of Dissolution of Marriage, incorporating those directions to counsel given by this Judge on the date of trial.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

A. A Judgment of Dissolution of Marriage is hereby awarded to SHARON TOMOLEONI and RICHARD TOMOLEONI the parties herein, and the marriage heretofore existing between such parties is hereby dissolved and the parties are free of the obligations of said marriage.

B. SHARON is hereby awarded the sole care, custody and control of the four (4) minor children herein, LISA, LORIE, LEIA, and LIA. Both SHARON and RICHARD will use their best efforts to foster the respect, love, and affection

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of the children towards each parent, and will co-operate fully in implementing a relationship with the children that will give each child the maximum feeling of security and full knowledge of parental affection. The parties will further co-operate fully in the visitation arrangements and will accommodate each other, and the children, with regard to social and school commitments of each child.

C. RICHARD will have rights of visitation with all four (4) of the minor children herein on two (2) non-consecutive weekends per month. Such visitation will commence at 6:00 p.m. on Friday of such weekend, at which time RICHARD will pick up the children at their place of residence, and will terminate at 7:00 p.m. on Sunday of that weekend, at which time RICHARD will return said children to their place of residence. In addition, RICHARD will have visitation with LENA and LIA, the two youngest children of this marriage, on one Sunday per month commencing at noon and terminating at 6:00 p.m. Such visitation will take place on one of the remaining weekends when RICHARD has no visitation with any of the children. RICHARD will have no mid-week visitation with the minor children herein. RICHARD will have no visitation with any of the four (4) minor children herein on the other alternating weekends, except for the specific Sunday visitation with LENA and LIA provided hereinabove. All visitation conducted by RICHARD will take place outside of SHARON'S residence. In the event that RICHARD is deprived of any visitation to which he is entitled herein, <sup>BY RAILROAD OF PETITIONERS' FAULT,</sup> ~~for whatever reason~~, such lost

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visitation with the children in question will be restored to RICHARD by SHARON within thirty (30) days of the weekend in which such lost visitation occurs.

D. In addition to the foregoing rights of visitation, the following schedule of holiday visitation are ordered, to-wit:

(1) SHARON and RICHARD will alternate the holidays of Easter, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. It is presumed that the parties have already commenced said alternating patterns prior to entry of this instant judgment, and said alternating pattern will continue, as agreed to by the parties, in the future. Holiday rights will take precedence over any rights of visitation herein, so that the proper custodian will be able to plan holiday activities with the children in advance. If such holiday arrangements interfere with the customary visitation rights of RICHARD, or with SHARON'S custodial rights for any given weekend, then the parties will adjust such lost time within thirty (30) days within the date of the close of such holiday.

E. The Christmas holiday vacation of the minor children herein will be conducted in the following manner, to-wit:

(1) Christmas holiday of each calendar year will be split as of 10:00 a.m. on Christmas Day.

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The parties will alternate the portions of said split Christmas vacation period each year, and in those years when RICHARD is entitled to have the children for the first half of said Christmas vacation period, he will pick up the children at 10:00 a.m. on the day immediately following the day upon which they are released from school for such vacation purposes, and he will return the children to SHARON at 10:00 a.m. on Christmas Day. During those years when RICHARD is to enjoy the second half of the split Christmas vacation period, he will pick up the children at 10:00 a.m. on Christmas Day and return the children to SHARON at 7:00 p.m. on the day immediately preceding the day upon which the children return to school. In addition to the foregoing visitation rights, RICHARD will have the four (4) children with him for a period of two (2) weeks during the months of July and August of each calendar year, such consecutive weeks to be arranged by SHARON and RICHARD, at a reasonable time prior to the weeks in question, in order to accommodate SHARON'S and RICHARD'S respective summer vacation plans. There will be no suspension of the unallocated award of maintenance and child support hereinafter set forth during any time period when the children are visiting with RICHARD, as aforesaid.

*If SPRING VACATION'S SHARE IS TO BE DETERMINED BETWEEN THE PARTIES, IT SHALL BE ARRANGED TO BE WITH SHARON.*

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F. SHARON will not be permitted to move the permanent residence of the children from the County of Cook, State of Illinois, without specific leave of court, by court order duly entered in the record of this cause.

G. RICHARD may make telephone calls to the marital residence for the purpose of speaking to the children of this marriage, on no more than ~~two~~ occasions during each week, and such calls will be after the dinner hour and for a reasonable length of time, so as not to interfere with the household, social and school activities of SHARON and the children.

H. RICHARD will pay to SHARON, as an award of unallocated permanent maintenance and permanent child support the following sums, subject to the following provisos and considerations, to-wit:

(i) Commencing on August 9, 1978, and through and including September 7, 1978, RICHARD will pay to SHARON, as and for an unallocated award of maintenance and child support, the sum of THIRY-ONE DOLLARS and SIXTY-SIX CENTS (\$31.66) per week. Commencing on September 8, 1978, RICHARD will pay to SHARON, as and for an unallocated award of permanent maintenance and child support, the sum of ONE HUNDREN DOLLARS (\$100.00) per week.

(ii) Dispute has existed during hearing of this cause as to RICHARD'S gross annual income. This Judge, after having heard evidence presented by

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both parties and argument of counsel, does hereby find that RICHARD'S present gross annual income from all sources of employment, including customary summer employment, approximates TWENTY-THREE THOUSAND DOLLARS (\$23,000.00). This Judge finds, also, that at the time of the hearing of this cause, SHARON was unemployed.

(iii) The obligation of RICHARD to pay SHARON such unallocated permanent maintenance and permanent child support will continue, without prorata diminution, ~~UNLESS A DETERMINATION IS MADE BY THE COURT THAT THE CHILD REACHING MAJORITY.~~

(iv) SHARON may enjoy income from employment, in any amount, without such salary prejudicing her rights to receive said unallocated award from RICHARD.

(v) For purposes of future Federal and State income tax returns of the parties, RICHARD will be allowed to deduct the entire unallocated award of permanent maintenance and permanent child support herein from his gross income in his future Federal income tax returns, and, at any time such deduction is permissible as to RICHARD'S State income tax returns, he will be entitled to take such deduction for the entire unallocated award. SHARON will include all of

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the monthly unallocated permanent maintenance and permanent child support payments in her taxable income for Federal and State income tax purposes. SHARON will be entitled to take the four (4) children as exemptions on her future Federal and State income tax returns.

I. RICHARD is hereby barred from any claims he may have had relative to an award of permanent maintenance from SHARON.

J. RICHARD will obtain and maintain, at his own expense, major medical and hospitalization insurance for the benefit of such extraordinary medical needs of the minor children of the parties herein during the minority of the respective children. RICHARD will deposit with SHARON evidence of such medical coverage, and identification card for SHARON'S use in the event of any such emergency period. The term "extraordinary" as hereinabove set forth, will be defined to include, but not exclusively, optical costs, teeth straightening and major dental work, surgery and expenses related thereto, costs of hospitalization, medical services rendered as a result of a serious accident, injury or illness, requiring hospitalization and extended medical care. "Extraordinary" will be more fully and exactly defined as any such care which exceeds the costs of THIRTY-FIVE DOLLARS (\$35.00) per incident or visit, EXCEPTING ROUTINE MEDICAL TREATMENT, SUCH AS PERIODIC EXAMINATIONS - IS ONE TIME SHOTS.

K. SHARON will be responsible, solely, after entry of this instant Judgment of Dissolution of Marriage, for all of her own medical and related costs of any kind

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whatsoever. In the event that SHARON can apply for major medical and hospitalization coverage with RICHARD'S present such carrier, RICHARD will co-operate with SHARON to facilitate such an application by SHARON, but he will do so without any obligation, as to any expenses which SHARON may incur in such regard. Nothing herein is intended to require that RICHARD will procure such insurance for SHARON, or be responsible for such insurance, or any future medical expenses of any kind.

I. No order will be entered at this time relating to the liability of the parties for payment of the expenses of the undergraduate college education of the children of this marriage. At the propitious time, the parties may deal with the matter, and, if they cannot reach accord, the parties may file appropriate petitions, and said matter will be then decided by the Honorable Judge in accordance with the applicable statute relating thereto.

II. The record of this cause will show that a "Petition for Attorneys Fees" has been filed, by DONALD H. BALSON & ASSOCIATES, by DORIS UDIN, Attorneys for SHARON, and the order of this Judge relating to the prayer of such "Petition for Attorneys Fees" will be entered of record, by separate order, and the entry of this instant Judgment of Dissolution of Marriage without the inclusion of said order relating to fees will not prejudice said Petitioner's, as to their said prayer for fees.

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11. SHARON will take sole title to, and possession of all furniture and furnishings and other objects of personalty presently located in the marital residence, except that RICHARD may remove within a reasonable time from the date of entry of this instant Judgment, his personal effects, clothing and tools.

12. RICHARD and SHARON currently own, as joint tenants, with rights of survivorship, an equal interest in the parcel of improved real property used as the marital home of the parties, located at 7022 West Birchwood, Niles, Illinois, and as legally described as set forth in Exhibit "A" attached hereto and made a part of this instant Judgment. In connection with said real estate, the following facts are made of record, and the following orders are hereby entered, to-wit:

(i) Title to the marital residence will remain in joint tenancy between the parties.

(ii) SHARON may reside in the marital residence, exclusively, with the children of this marriage, and she may maintain such exclusive residency until the youngest child of this marriage graduates from high school, or until SHARON remarries, whichever event occurs sooner.

(iii) In the event of SHARON'S remarriage, said premises will be listed for sale within three (3) months of said remarriage, and the net proceeds

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of said sale will be equally divided between RICHARD and SHARON, subject to additional provisos hereinbelow.

(iv) The conduct of sale of the marital residence, at any future time, may be in a manner agreed to by RICHARD and SHARON, or, in the event of dispute, in a manner indicated by appropriate court order.

(v) SHARON will have the option, at the advent of her remarriage, to buy out RICHARD'S interest in said premises, and thereby not sell said premises. The money to which RICHARD will be entitled to, in such instance, will be determined by the accord of RICHARD and SHARON, or, in the event of dispute, by appropriate court order.

(vi) IF SHARON'S exclusive possession rights to said premises terminate by virtue of the youngest child graduating from high school, then within three (3) months therefrom, the parties will list and sell said marital residence in a manner agreed to by the parties, or, in the event of dispute by appropriate court order.

(vii) In addition to the unallocated permanent maintenance and permanent child support, which RICHARD is to pay, as hereinabove ordered, RICHARD will pay the monthly mortgage installment

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relative to the first mortgage indebtedness on title to these premises. Said mortgage is held by RICHARD'S mother, and the balance thereof is presently \$24,000<sup>00</sup>.

In view of the fact that such mortgage lien has been acknowledge by both RICHARD and SHARON, and because there is presently no recorded mortgage or mortgage note, the parties are hereby ordered to execute a mortgage and mortgage note, as co-signers and said documents may be recorded as the mortgagee sees fit. RICHARD will be entitled to take, solely, no deductions on his future income tax returns, the interest payments relating to said mortgage installments. In addition, at the advent of any sale or buy-out relating to the marital premises, as above set forth, RICHARD will be entitled to reimbursement, from SHARON'S share of said title and/or proceeds of sale, of FIFTY PERCENT (50%) of the amount of principle payments which RICHARD has made since the effective date of this instant Judgment.

(viii) RICHARD is hereby restrained and enjoined from filing a suit for Partition of the marital residence so long as SHARON has a right to exclusive possession thereof.

(ix) RICHARD and SHARON will share, equally, the cost of the annual real estate taxes and home owners insurance premiums on said marital residence. SHARON will pay, solely, all other

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expenses and costs relating to the maintenance and operation of the marital residence, including, but not exclusively, utility expenses, telephone bills, water bills, ordinary repairs and any and all expenses of maintenance and operation except for major repairs.

(4) As to major repairs, SHARON and RICHARD will equally share the expense of such major repair, and "major repairs" is to be defined as repairs costing in excess of \$300<sup>00</sup>. In the event that any major appliance in the marital residence requires replacement, the parties will equally divide the cost thereof. In the event that any such major appliance requires repairs, SHARON will sustain the full cost thereof. Where RICHARD is to become involved in any major repair of the house, or replacement of a major appliance, RICHARD will be entitled to secure estimates relating to such repair or replacement. In such connection, RICHARD will be permitted to have his experts examine the home and/or appliance involved.

(xi) RICHARD will be allowed to thoroughly inspect the premises every six (6) months, the first such inspection to occur within one (1) month following entry of this instant Judgment. RICHARD will conduct such inspection in the presence of a third party, to be approved by SHARON.

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(xii) In the event that SHARON desires to sell the house at any time prior to her no longer having the right to exclusive possession thereof, as above indicated, she must first obtain RICHARD'S approval as to said sale. In such event, RICHARD will have the right to meet any bonafide offer which the parties receive for sale of said premises, thereby taking sole title and possession of said house himself. At the time of entry of this instant judgment, it is the presumption of the parties that the minor children of this marriage will remain in the marital residence, for purposes of their welfare and stability.

(xiii) Both SHARON and RICHARD are hereby restrained from the commission of any act which will cause further lien against title to the premises, except for recordation of the first mortgage, as hereinabove set forth.

(xiv) "Net proceeds of sale", as used herein, will be defined to be the sum remaining after all costs of sale including, but not exclusively, real estate commissions, title and survey costs, prorations, mortgage pay out, attorney's fees, and the like.

(xv) Each of the parties will take permissible income tax deductions, as to the share of any payments which they make, which are deemed deductible.

(xvi) It is presumed that RICHARD will pay, in a timely fashion, the monthly mortgage installments due relative to said marital residence.

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He will be responsible, solely, for all such mortgage payments, until that time at which the premises is sold, as hereinabove provided. Any balance of mortgage payments then not in arrears will be paid out of the proceeds of sale of said residence, before the division of the net proceeds, as called for herein.

F. RICHARD will be responsible for, and will hold SHARON harmless relative to the following debts, to-wit:

- (i) Dr. E. Swartz (dentist...\$475.00);
- (ii) Illinois Bell Telephone Company...\$60.00;
- and
- (iii) Commonwealth Edison ... \$70.00.

SHARON will be responsible for, and will hold RICHARD harmless for the outstanding balance due Sears Roebuck & Co. SHARON will be responsible solely, for any other debts which she has occurred on her own behalf, or on behalf of the children, since the date of separation of the parties hereinabove set forth, and RICHARD will be responsible, solely, for any debts which he has occurred since said separation date. The record of this cause will show that the parties have both endorsed their 1977 Federal and Illinois State income tax refund checks, and that the proceeds, in accordance with verbal order of this Judge, have been used to pay the outstanding 1977 real estate taxes (including interest and penalties thereon) on the marital residence herein, and to pay the premium cost of home owners risk insurance. If RICHARD

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has not already done so, he will show, within thirty (30) days herefrom, receipts for such payments.

Q. RICHARD is presently owner of four(4) life insurance policies upon his life, and enjoys a Pension Plan with his employer. RICHARD will maintain said insurance policies and pension plan in full force and effect, and pay the cost thereof, and within thirty (30) days herefrom, RICHARD will execute those documents which are necessary to name the children of this marriage as primary beneficiaries of the death proceeds on all such plans, share and share alike. As each child completes her four (4) year undergraduate college term, or reaches her twenty-third (23rd) birthday, whichever event occurs sooner, such child will no longer be eligible for her prorata share of such proceeds hereunder, and RICHARD will be relieved of his obligation, as to the prorata share for such child. The policies and plan in question are as follows:

(i) Metropolitan Life Insurance Company  
face value \$5,000 (whole life) Policy #656-306-413A

(ii) Metropolitan Life Insurance Company  
face value \$5,000 (whole life) Policy #25-713-200

(iii) The Equitable Life Assurance Society  
of the United States - \$10,000 (term insurance)  
Policy #67-401-184

(iv) Equitable Life Assurance Society of the  
United States - \$5,000 (whole life) Policy # 67-400-  
774 12A SAID POLICIES HAVE BEEN CONVERTED  
TO PAID UP POLICIES & SHALL REMAIN AS IS.

(v) Pension Plan with employer, Chicago Board  
of Education; (\$15,400).

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R. RICHARD will keep sole title to and possession of a certain savings account which he has at the Liberty Savings and Loan Association in the approximate sum of TWO HUNDRED FIFTY DOLLARS (\$250.00). Each of the parties will retain sole title to and possession of any other savings or checking accounts over which either of them now maintains dominion and control, and each is barred from any claims against the other in such connection. The parties will retain title to and possession of any motor vehicle over which they presently have dominion and control.

S. Except as to the contrary provided herein, each of the parties is hereby barred from asserting any claims for an accounting of any monies built with by either party, jointly or severally during the period of this marriage. Further, except as to the contrary provided herein, both parties are hereby barred from asserting any claims either may have against the future estate of the other, or any other claims which may have arisen on behalf of either party by virtue of the marriage herein dissolved.

ENTER:

*Richard Lippstein*  
 JUDGE

MAY 20 1978

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LEGAL DESCRIPTION

Lot 13 in Ernest M. Novak's Resubdivision of Lot 12  
in Superior Court Partition of North 648 Feet of that  
part of the South West Fractional 1/4 of Section 30,  
Township 41 North, Range 13 East of the Third Principal  
Meridian, lying between Center Lines of Milwaukee Avenue  
and North Branch Road (or Waukegan Road) according to the  
plat thereof recorded May 8, 1916, as Document No. 5862940  
in Book 145 of Plat page 41 except therefrom that part  
lying East of Line 134 Feet West of and parallel to the  
West line of North Branch (or Waukegan Road), in Cook  
County, Illinois.

commonly known as 7022 West Birchwood, Illinois, Illinois.

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EXHIBIT "A"