

KNOW ALL MEN BY THESE PRESENTS,

THAT Christina S. Desens n/k/a Cristina S. Hueneke

of the County of Du Page and State of Illinois, DO HEREBY CERTIFY that a certain Lien dated the 17th day of March 1980, made by Siegfried Desens

to Cristina S. Desens and recorded as document No. in Book at page in the office of

of County, in the State of Illinois Lot 398 In Hasbrook Subdivision Unit No. 4, of part of the Northeast Quarter (1/4) of Section 19, Township 42 North, Range 1, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles in Cook County, Illinois, on October 19, 1959, as Document Number 1891839.

RELEASE OF LIEN CREATED IN JUDGMENT FOR DISSOLUTION OF MARRIAGE CASE NO.

79 D 17372 IN THE AMOUNT OF \$25,000.00

is, with the note or notes accompanying it, fully paid, satisfied, released and discharged.

Witness hand and seal this 12th day of February 1986

Cristina S. Desens Hueneke (SEAL)

STATE OF ILLINOIS } ss. COUNTY OF DU PAGE

I, BONNIE J. KOWSKI

a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Cristina S. Desens n/k/a Cristina S. Hueneke

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12 day of February 1986

Bonnie J. Kowski Notary Public

Commission expires 10/1/88

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

This instrument was prepared by J. Daniel Trolley, 109 Fairfield Way, Ste. 301, Bloomingdale, IL (Address) 60108 (Name)

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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

JOHN J. CROWN

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 ...-MARCH, 17th.....
in the year of our Lord, one thousand nine hundred and ...-80..... and of the Independence
of the United States of America, the two hundredth and ...-FOURTH.....

PRESENT: - The Honorable ... JOHN, J., CROWN
Judge of the Circuit Court of Cook County.

BERNARD J. CAREY
RICHARD M. DALY, State's Attorney
RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

AGREEMENT ATTACHED

W

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

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
MAR 17 1980
JOHN J. CROWN
DEPUTY CLERK

IN RE: THE MARRIAGE OF)

CRISTINA S. DESENS,)

Petitioner,)

and)

SIEGFRIED DESENS,)

Respondent.)

NO. 79 D 17372

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing upon the Petition of the Petitioner, CRISTINA S. DESENS, for Dissolution of Marriage and other relief, the Respondent having duly filed an Appearance and Response; the Petitioner appearing in her own person being represented by J. DANIEL TROLLEY, and the Respondent being represented by NEAL MERMALL, and this cause coming on for hearing upon the Stipulation of the parties that the matter be heard as a default;

And the Court having heard the testimony of the Petitioner duly sworn and examined in open Court, and the Court having heard all the evidence and being otherwise fully advised in the premises;

NOW DOTH FIND:

1. That the Court has jurisdiction of the parties hereto and the subject matter hereof.
2. That at the commencement of the within action the Petitioner was domiciled in the State of Illinois and has maintained said domicile for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.
3. That the parties hereto were lawfully joined in marriage on July 29, 1967, at Mount Prospect, Illinois, and lived and cohabitated as husband and wife until on or about March 1, 1979, at which time such cohabitation ceased by reason of the conduct on the part of the Respondent more fully hereafter set forth.

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AGREEMENT ATTACHED

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4. That two (2) children were born to the parties as a result of this marriage, namely, MICHAEL DESENS, age 9, and JASON DESENS, age 5.

5. That no children were adopted by the parties and Petitioner is not presently pregnant.

6. That both parties are fit and proper persons to have the care, control and custody of the two minor children.

7. That during the time the parties herein lived together as husband and wife, the Petitioner conducted herself as a good, true, faithful and affectionate wife.

8. That the Respondent, on the other hand, not regarding his marriage vows to the Petitioner, has been guilty of extreme and repeated mental cruelty towards the Petitioner within the meaning and purview of the Statute of the State of Illinois in such case made and provided, for which reason cohabitation ceased between the parties on March 1, 1979.

9. That the conduct of the Respondent as hereinbefore set forth was wholly without any just or reasonable cause or provocation to him by the Petitioner given, and that since March 1, 1979 the Petitioner has been living separate and apart from the Respondent without fault on her part.

10. That the Petitioner has established by competent material, and relevant proof, all of the allegations and charges contained in her Petition for Dissolution of Marriage.

11. That the parties hereto have entered into a written Agreement, forever settling, adjusting, and determining their respective property rights of every kind, nature and description, real, personal or mixed, and the rights, claims and demands of the Petitioner and Respondent to maintenance, past, present and future, homestead and dower, and the rights and obligations relating to child custody and child support, and attorneys' fees, and this Court having been fully apprised of the terms and provisions of said written Agreement; which Agreement in words and figures is attached hereto and incorporated as follows:

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MARITAL SEPARATION AGREEMENT

This agreement made this 4 day of DEC., 1979 by and between CRISTINA S. DESENS (hereinafter referred to as "WIFE") residing in Cook County, Illinois, and SIEGFRIED DESENS (hereinafter referred to as "HUSBAND"), residing in Cook County, Illinois.

That the parties were lawfully married at Mount Prospect, Illinois, on July 29, 1967.

That irreconcilable differences and difficulties have arisen between the parties, as a result of which they separated on August 1, 1978, and they now live separate and apart from each other.

That two (2) children were born to the parties of the marriage namely, MICHAEL, age 9 years, having been born May 18, 1970, and JASON, age 4 years, having been born December 4, 1974.

That WIFE and HUSBAND agree that both parties are fit and proper persons to have the care, control and custody of the children.

That WIFE has filed an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, designated as Case No. 79D 17372, and entitled "In Re: The Marriage Of CRISTINA S. DESENS, Petitioner, and SIEGFRIED DESENS, Respondent" and this cause remains pending and undetermined.

That the parties consider it in their best interests to settle between themselves now and forever the matters of custody, support, maintenance, and related needs of the children of the parties, and to fully settle rights of maintenance, rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either 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 now has or may hereafter have or claim to have against the other, or in or to any property of the other whether real, personal or mixed now owned, as which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

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That WIFE is represented by J. DANIEL TROLLEY, attorney, and HUSBAND is represented by NEAL MERMALL, attorney.

That each party has made full disclosure to each other of all properties owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their respective rights in relation thereto.

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

ARTICLE I

RIGHT OF ACTION

1. This agreement has not been entered into by the parties in order to obtain or stimulate a dissolution of marriage.
2. WIFE reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which may be commenced by HUSBAND. HUSBAND reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which has been or may be commenced by WIFE.

ARTICLE II

CUSTODY OF CHILDREN

1. WIFE and HUSBAND agree that both parties are fit and proper persons to have the custody of their children, MICHAEL and JASON, and have decided that the care, custody and control of the children shall be with HUSBAND.
2. The parties agree that the minor children shall reside in the United States of America.
3. Both WIFE and HUSBAND will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give each child the maximum feeling of

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security that may be possible. The parties shall further cooperate fully in implementing the visitation programs hereinafter set forth to accomodate the social and school commitments of each child.

4. HUSBAND shall advise WIFE of any serious illness or injury suffered by either of the children as soon as possible after learning of same; HUSBAND shall direct all doctors involved in the case and treatment of the children to give WIFE all information regarding any illness or injury if WIFE requests same.

5. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the childrer. It is contemplated that no modification thereof shall be sought unless significant changes in the environment in which the children are being raised or in the conduct of the custodial parent.

ARTICLE III

VISITATION WITH CHILDREN

1. WIFE shall have reasonable rights of visitation in regard to the minor children.

2. If the parties fail to agree upon visitation periods, WIFE may petition this court or any court of competent jurisdiction to determine her rights of visitation with the minor children.

ARTICLE IV

SUPPORT OF CHILDREN

HUSBAND acknowledges that he is financially able to provide for the support and maintenance of the children. It is contemplated that WIFE shall not pay child support to HUSBAND unless there is a significant and substantial change in circumstances regarding the financial resources of the parties or the needs of the children.

ARTICLE V

MAINTENANCE

The parties agree to a mutual waiver of maintenance, and understand by such waiver, they shall both be forever barred from obtaining maintenance in installments or in gross from each other.

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ARTICLE V

PROPERTY SETTLEMENT

1. Real Property

The parties presently own, as Joint Tenants, the residence commonly known as 811 West Lynnwood, Arlington Heights, Illinois, and more fully described in Exhibit "A" attached hereto and made a part hereof.

HUSBAND is hereby given the right of exclusive use and occupancy of this residence. HUSBAND shall be responsible for the maintenance, general real estate taxes, and mortgage loan payments during the course of his occupancy. HUSBAND shall save and hold WIFE free, harmless and indemnified against the mortgage indebtedness on the marital residence.

HUSBAND shall pay wife Twenty-five thousand dollars (\$25,000.00) for in consideration of her interest in the marital residence. Said payment by HUSBAND to WIFE shall be made upon the earliest happening of one of the following events: (a) sale of the marital residence by HUSBAND, or (b) five years from the date of this agreement.

WIFE shall convey, transfer and quit claim her interest in the marital residence to HUSBAND, and HUSBAND shall execute the necessary documents to secure and perfect WIFE'S interest as heretobefore recited.

2. Furniture, Furnishings and other Personal Property

The parties acknowledge that they have agreed upon an equitable division and distribution of all of their personal property; and the parties further acknowledge that they have in their possession all of the personal property divided pursuant to their agreement. Each party shall have no further right, title or interest in the personal property in possession of the other party.

ARTICLE VII

DEBTS AND OBLIGATIONS

HUSBAND shall pay and shall save and hold WIFE free and indemnified against all debts, liabilities and obligations which were incurred by the parties prior to their separation on March 1, 1979 ~~August 1, 1978~~.

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ARTICLE VIII

TAXES AND TAX RETURNS

1. Each party shall be entitled to claim one child as an exemption under his 1979 Federal and Illinois income tax returns.

2. WIFE shall be entitled to claim real estate taxes, mortgage interest and any other allowable deductions relating to the marital residence as deductions on her 1979 income tax returns.

3. Commencing with calendar year 1980, HUSBAND shall be entitled to claim both children as exemptions on his Federal and Illinois income tax returns.

4. HUSBAND shall pay and shall save and hold WIFE free from any Federal ^{AND ILLINOIS S.O. (SD)} tax which is or might be due as a result of the sale of the property located at 2106 Eastman Court, Arlington Heights, Illinois.

ARTICLE IX

COUNSEL FEES AND COSTS

Each party shall pay their own respective attorneys fees and costs of litigation.

ARTICLE X

GENERAL PROVISIONS

1. This agreement shall be binding upon the parties immediately upon its execution. In the event a Judgment of Dissolution of Marriage is obtained, it is agreed between the parties that this agreement and all of its provisions shall be incorporated by any such judgment, either directly or by reference.

2. This agreement shall not be modified or annulled by the parties hereto except by written instrument executed in the same manner as this instrument, or upon an Order entered by a Court having jurisdiction of the parties and the subject matter hereof. Failure of either party to insist upon a strict performance of such provision or any other provision of this agreement shall not be deemed a waiver of the right to insist upon a strict performance of such provision or any other provision of this Agreement at any time.

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3. Each party acknowledges that this agreement has been entered into of his or her own volition, with full knowledge of the facts and full information as to the legal rights and liabilities of each, and that each believes the agreement to be reasonable under the circumstances.

4. Each party, shall, at the request of the other, execute, acknowledge and deliver any documents which may be reasonable and necessary to give full effect to this agreement.

5. Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have as Husband and Wife, Widower, Widow or otherwise by reason of the marital relationship now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party, and each of the parties hereto further covenants and agrees for himself or herself and his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or all of the rights specified in or relinquished under this paragraph.

6. This agreement shall be binding upon the heirs, legal representatives, and assigns of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date and year first above written.


CRISTINA S. DESENS


SIEGFRIED DESENS

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, CRISTINA S. DESENS, being first duly sworn on oath, depose and state that I have read the above agreement and I understand its contents and have affixed by signature this 25 day of February, 1980.

Cristina S. Desens
CRISTINA S. DESENS

Subscribed and sworn to before me
this 25 day of February 1980.

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, SIEGFRIED DESENS, being first duly sworn on oath, depose and state that I have read the above agreement and I understand its contents and have affixed by signature this 4 day of DEC., 1979.

Siegfried Desens
SIEGFRIED DESENS

Subscribed and sworn to before me
this 4* day of December 1979.

Patricia M. Dellera
Notary Public

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EXHIBIT A

Legal description of 811 West Lynnwood, Arlington Heights,
Illinois:

Lot 398 in Hasbrook Subdivision Unit Number 4 of Part of
the Northeast 1/4 of Section 19, Township 42 North, Range
11, East of the Third Principal Meridian, in Cook County,
Illinois

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RIDER TO MARITAL SEPARATION AGREEMENT
BY AND BETWEEN CRISTINA S. DESENS AND
SIEGFRIED DESENS DATED DECEMBER 4, 1979

The following condition is incorporated into ARTICLE V,
Section 1:

Husband shall not convey, transfer or assign any of his
interest in the marital residence before the payment of the
Twenty-five thousand dollars (\$25,000.00) to Wife.

The following ARTICLE IX A is added and incorporated into
said Agreement:

ARTICLE IX A - Insurance

1. Husband has issued or shall have issued on his life a
\$10,000.00 life insurance policy.

2. In connection with this policy, upon the effective date
of this Agreement shall accomplish the following:

A. If not already accomplished, he shall change the
designated beneficiaries to the children of the
parties;

B. Pay the premiums when they become due.

3. The children of the parties shall be the irrevocable bene-
ficiaries under the policy until the youngest child reaches the age
of eighteen (18) years.

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, CRISTINA S. DESENS, being first duly sworn on oath, depose
and state that I have read the above Rider to Marital Separation
Agreement and I understand its contents and have affixed my signa-
ture this 25 day of February, 1980.

Cristina S. Desens
CRISTINA S. DESENS

Subscribed and Sworn to before me
this 25 day of February, 1980

[Signature]
Notary Public

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, SIEGFRIED DESENS, being first duly sworn on oath, depose and state that I have read the above Rider to Marital Separation Agreement and I understand its contents and have affixed my signature this 25th day of February, 1980.

Siegfried Desens
SIEGFRIED DESENS

Subscribed and Sworn to before me
this 25 day of February, 1980

[Signature]
Notary Public

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MARITAL SETTLEMENT AGREEMENT ATTACHED

IT IS THEREFORE, ACCORDINGLY, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. That the Petitioner's Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. It is further ordered that the written Agreement attached hereto, be and the same is hereby found to have been voluntarily entered into by both parties, and the same is incorporated into this decretal section of this Judgment for Dissolution of Marriage, and by this reference made a part hereof, as though fully set forth herein; and further that the parties hereto, in all respects, shall comply with each and every provision of the Agreement, as if fully set forth herein.

C. That the parties are hereby forever barred from obtaining maintenance, in installments or in gross, from each other.

D. That the care, custody and control of the two minor children of the marriage is granted to Respondent.

E. That the matter of child support shall be reserved by the Court.

F. That this Court shall retain jurisdiction of this cause

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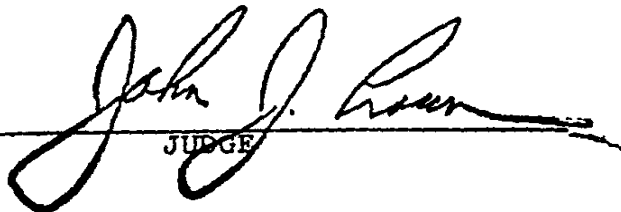
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until the terms and provisions of this Judgment shall be fully
complied with in all respects.

Dated: MAR 17 1980

Entered:


JUDGE

52150
MARSTON, TROLLEY & SPARACIO
109 Fairfield Way, Suite 307
Bloomington, IL 60108
893-6750

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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

CHRISTINA S. DESENS plaintiff/petitioner

and SIEGFRIED DESENS defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 13th

day of FEBRUARY, 19. 86

Morgan M. Finley
Clerk

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REGISTERED	IDENTIFIED
NO. 11	NO. 11
HARRY B. VANDERBILT	
CHICAGO, ILL.	

COMMUNITY TITLE GUARANTY COMPANY
 453 East Lake Street
 Addison, Illinois 60101
 (312) 834-7800

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