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(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF

SUSAN K. GRIFFIN,

plaintiff

v.

NO. 84 D 13684

FRANCIS M. GRIFFIN,

defendant

RELEASE (SATISFACTION) OF JUDGMENT

3502521

BEERMANN, SWERDLOVE, et al., the Judgment Creditor
(legal representative) (judgment creditor) (assignee of record)

....., having received full satisfaction

and payment, releases the judgment entered on July 11, 1985,

against ~~defendant~~ Petitioner, SUSAN K. GRIFFIN, for

\$ 1,089.94 and costs.

943 South Third Avenue
Des Plaines, IL 60016
(Address of Judgment Debtor)

February 14, 1986

80095
Name BEERMANN, SWERDLOVE, WOLOSHIN,
BAREZKY & BERKSON
Attorney for Petitioner
Address 69 West Washington Street
City Chicago, Illinois 60602
Telephone 621-9700

Approved:

[Handwritten Signature]
Attorney of record

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

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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

BENJAMIN J. KANTER

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 **JULY 11th**

in the year of our Lord, one thousand nine hundred and **85** and of the Independence
tenth

of the United States of America, the two hundredth and
BENJAMIN J. KANTER

PRESENT: - The Honorable
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: **MORGAN M. FINLEY, Clerk.**

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Handwritten signatures and notes:
Morgan M. Finley
Morgan M. Finley
Morgan M. Finley
Morgan M. Finley
Morgan M. Finley

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

IN RE: THE MARRIAGE OF
SUSAN K. GRIFFIN,
Petitioner,
and
FRANCIS M. GRIFFIN,
Respondent.

No. 84 D 13684

3502521

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner, SUSAN K. GRIFFIN, represented by DEBRA A. DIMAGGIO, of the law firm of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON, and the Respondent, FRANCIS M. GRIFFIN, represented by ANTHONY SUIZZO, and this cause came for hearing as an uncontested case upon the Petition for Dissolution of Marriage of the Petitioner, and upon the Response thereto of the Respondent; and both parties appearing in open court in their own proper persons and by their attorneys, and the Court having heard the testimony in open court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, (a certificate of which evidence, having been duly signed and sealed, is filed herein); and the Court having considered all the evidence and now being fully advised in the premises, finds that:

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
98 W WASHINGTON ST
6TH FLOOR
CHICAGO ILL 60602
312-9700

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A. This Court has jurisdiction of the parties hereto and of the subject matter hereof.

B. Both the Petitioner and Respondent were domiciled in and residents of the State of Illinois at the commencement of this action and have been so domiciled and maintained their residence for a period in excess of ninety (90) days prior to the making of these findings.

C. The parties were lawfully married on January 25, 1975, and said marriage was registered at Chicago, Cook County, Illinois.

D. As a result of the marriage, two (2) children were born to the parties, namely; KELLY RUTH, born July 14, 1977; and DAVID FRANCIS, born July 29, 1981.

E. No children were adopted by the parties and the Petitioner is not now pregnant.

F. Petitioner and Respondent have lived separate and apart for a continuous period in excess of six (6) months.

G. Irreconcilable differences have caused an irretrievable breakdown of the marriage, the parties' efforts to reconcile have failed and future attempts at reconciliation would be impractical and not in the best interests of the family.

H. The Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a Judgment for Dissolution of Marriage should be entered herein, dissolving the bonds of marriage between the parties.

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BEERMANN, SWERLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
621 9700

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I. The parties hereto have entered into a written Marital Settlement Agreement dated July 10, 1985, concerning the questions of the maintenance of the parties, support, custody, visitation, medical and educational requirements of the children of the parties, attorney's fees and costs, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been attached hereto and incorporated herein and presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
49 W WASHINGTON ST
5TH FLOOR
CHICAGO ILL 60605
621 8700

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of July, 1985, in the City of Chicago, County of Cook and State of Illinois, by and between SUSAN K. GRIFFIN, hereinafter referred to as "WIFE", and FRANCIS M. GRIFFIN, hereinafter referred to as "HUSBAND".

W I T N E S S E ' T H :

WHEREAS:

A. The parties hereto were lawfully married at Chicago, Cook County, Illinois on January 25, 1975.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have been estranged from each other and are not now living together as HUSBAND and WIFE.

C. That two (2) children were born to the parties as a result of the marriage, namely: KELLY RUTH, born July 14, 1977; and DAVID FRANCIS, born July 29, 1981. Said children are residing with and in the care and custody of the WIFE. No other children were born to or adopted by the parties to the marriage and the WIFE acknowledges that she is not now pregnant.

D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 84 D 13684. The case is entitled "In re Marriage of Susan K. Griffin, Petitioner and Francis M. Griffin, Respondent". Said cause remains pending and undetermined.

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
28 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
312 9700

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E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interest to settle between themselves the issues arising out of said litigation including, but not limited to, maintenance, support, custody, visitation, medical and educational requirements of the children of the parties, and attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital and or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have to claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The WIFE has employed and had the benefit of the counsel of DEBRA A. DIMAGGIO of the law firm of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON as her attorney. The HUSBAND has employed and had the benefit of the counsel of ANTHONY SUIZZO of the law firm of RIECK & CROTTY as his attorney. Each of the parties has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed as to the wealth, property, estate and

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80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
88 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
621 9700

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income of the other, both directly and through the furnishing of complete financial data to counsel, and that each has been fully informed of his and her respective rights and obligations in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

G. The WIFE represents that her current gross income, including salary and bonus, is \$30,000 on an estimated annual basis, and the HUSBAND represents that his current gross income, including salary and bonus, is \$32,000 on an estimated annual basis.

H. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
69 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
821 9700

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ARTICLE I

RESERVATION OF RIGHTS

1.1 This Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage.

1.2 Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

CHILD CUSTODY AND VISITATION

2.1 The parties mutually acknowledge that each is a fit and proper person to have the custody of their minor children, KELLY and DAVID, however they have agreed that custody of the minor children shall be with the WIFE.

2.2 The HUSBAND and WIFE shall have rights of liberal visitation at all reasonable times and places, including, but not limited to weekday visits, weekend visits, overnights, continuous periods during the children's vacations from school or otherwise, a sharing of secular and religious holidays and a sharing of birthdays and other important events and occasions affecting the children. If the parties cannot agree to the specifics necessary to carry out the intention of this paragraph, either party may submit the matter to a Court of competent jurisdiction for determination of a specific visitation schedule which implements the intentions of this paragraph.

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80095
REERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERSON
ATTORNEYS
19 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
631 9700

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2.3 Each party shall keep each other informed as to the exact place where each of them resides, the phone numbers of said residence, his or her place of employment, the phone numbers of said place of employment and, if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and shall provide a phone number where he or she can be reached.

2.4 The WIFE authorizes the HUSBAND to inspect the children's school and medical records and to communicate with teachers, school personnel, counselors and physicians to discuss the children's standing and progress.

2.5 The parties shall do everything within their power to foster the love and affection of the children for both parents and to attempt to reach agreement on all questions involving the children, their welfare and future. The parties shall cooperate in implementing and effectuating the children's school; religious and social activities so that the children may have proper physical, emotional, and social growth and development and may retain respect and affection for both parents; and in fostering the same, the parties shall be allowed to communicate with the children by telephone and other means as the situation may require from time to time.

2.6 The party with the visitation privilege has the responsibility for both picking up and returning the children.

80095
BEERMANN, SWERDLOVE,
WULOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
431-9700

3502521

ARTICLE III

MUTUAL WAIVERS OF MAINTENANCE

3.1 In consideration of the various promises, undertakings, agreements and conditions contained in this Agreement, WIFE hereby waives any and all rights she may have to claim and receive maintenance from HUSBAND, past, present and future pursuant to the laws of the State of Illinois or of any other State or country. WIFE acknowledges that this waiver forever bars her from asserting a claim for maintenance against HUSBAND.

3.2 In consideration of the various promises, undertakings, agreements and conditions contained in this Agreement, and in particular WIFE'S waiver of maintenance as more specifically set forth in paragraph 3.1 of this Article III of this Agreement, HUSBAND hereby waives any and all rights he may have to claim and receive maintenance from WIFE, past, present and future, pursuant to the laws of the State of Illinois or of any other state or country. HUSBAND acknowledges that this waiver forever bars him from asserting a claim for maintenance against WIFE.

ARTICLE IV

CHILD SUPPORT

4.1 HUSBAND shall pay to WIFE the sum of Six Hundred Dollars (\$600.00) per month as and for the support of the two (2) minor children of the parties. Child support shall completely terminate on DAVID'S eighteenth (18th) birthday or the completion of his high school education, whichever occurs later.

80095
BEERMANN, SWERLOVE,
WLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
19 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
312 9700

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4.2 For purposes of federal and state income taxation, WIFE shall be solely entitled to claim the dependency exemptions for the children of the parties during the period of time that he is paying child support to the WIFE pursuant to the provisions of this Article and HUSBAND agrees to refrain from claiming the dependency exemptions for the children on her federal and state income tax returns during that period of time.

ARTICLE V

LIFE INSURANCE

5.1 The HUSBAND shall keep and maintain in full force and effect a policy of insurance on his life with a death benefit of Seventy Thousand Dollars (\$70,000.00) as security for his obligations to pay WIFE child support under Article IV of this Agreement and as security for any obligations he may eventually have under Articles VI and VIII of this Agreement. Within ten days after the effective date of this Agreement, the HUSBAND shall execute and deliver to an insurer any and all necessary documents required to designate KELLY and DAVID as the sole, irrevocable beneficiaries of such a policy and, designate WIFE as trustee of said policy. Said beneficiary designation shall continue in full force and effect until the termination of the HUSBAND's obligation to pay and the WIFE's right to receive child support, as set out in Article IV hereof, and until the termination of the HUSBAND's obligations, if any, to pay for the children's health and education as set out in Articles VI and VIII hereof.

80095
BEERMANN, SWERDLOVE,
WLOSHIN, BAREZKY
AND DERKSON
ATTORNEYS
145 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
312 9700

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ARTICLE VI

MEDICAL AND RELATED EXPENSES

6.1 The HUSBAND shall pay all extraordinary medical and dental expenses incurred on behalf of the children of the parties. All ordinary medical and dental expenses incurred on behalf of the children shall be paid by the WIFE.

6.2 Except as otherwise herein provided, the parties' respective obligations under this Article shall commence upon the effective date of this Agreement and shall continue until the emancipation of the children as defined in Article VII herein; provided that if a child pursues a college, university or vocational school education, the obligations of the parties as set forth in this Article shall continue until said child's completion or discontinuance of said educational pursuit, but in no event shall the obligations hereunder continue beyond said child's twenty-third (23rd) birthday.

6.3 For purposes of this Agreement, the term "extraordinary medical and dental expenses" includes, but is not limited to, expenses incurred on behalf of a child for operations, treatments, medications and services rendered as a result of accidents, illnesses or conditions requiring hospitalization or extended care and treatment; psychiatric or psychological care and treatment; contact lenses; orthodontia and major dental work; and the like. Said term shall not include expenses incurred for routine medical or dental examinations, services and treatments; routine eye examinations and the purchasing of eye-glasses; or for services and medications

80095
BEERMANN, SWERLOVE,
WOLOSHIN, DAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
431 8700

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required in the treatment of common or minor accidents, illnesses or conditions.

6.4 Either party shall notify the other prior to incurring any extraordinary medical or dental expenses on behalf of a child provided that advance notification shall not be required in cases of emergency where delay may imperil the health or safety of the child. Except in cases of emergency, either party may obtain a second opinion, at his or her own expense, as to the medical or dental needs of a child. In the event the parties are unable to agree upon the extent of their respective obligations under this Article, upon the appropriate classification of a medical or dental expense incurred on behalf of a child, or upon the medical or dental needs of a child, whether prior or subsequent to incurring such an expense, said issue shall be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

6.5 The HUSBAND shall maintain hospitalization and major medical insurance coverage for the benefit of the children or, in the alternative, shall participate in a cost reimbursement plan providing the same or similar coverage. The HUSBAND shall submit any and all insured or covered medical and dental expenses of the children whether ordinary or extraordinary to the insurance carrier or the plan administrator, as the case may be, for payment and shall tender any reimbursement received by him to the WIFE if, and to the extent that she has, theretofore paid all or any part of said reimbursed expense.

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BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
19 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
421 9700

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6.6 The HUSBAND shall provide the WIFE with a medical insurance or expense reimbursement plan identification card disclosing the existence of current coverage for the benefit of the children of the parties.

6.7 The HUSBAND'S obligation under this paragraph shall be so long as the children are minors. However, should the children pursue a college education, then the HUSBAND'S obligation for these expenses shall continue until the children complete their college education, notwithstanding the fact that the children may be adults.

6.8 HUSBAND shall cooperate fully with the WIFE to assist her in obtaining a conversion of his existing health and hospitalization insurance to a separate policy issued on her behalf pursuant to the provisions of the Illinois Revised Statutes, Chapter 73, Section 939(d). HUSBAND shall obtain and execute all documents necessary to obtain said conversion. upon obtaining said separate policy, WIFE shall be solely responsible for the payment of premiums thereunder.

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ARTICLE VII

EMANCIPATION

7.1 For purposes of this Agreement, a child shall be deemed to be emancipated upon the occurrence of the first of the following events:

(a) The child's death;

(b) The child's attaining the age of eighteen (18) years or completion of a high school education, whichever later occurs.

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BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
118 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
621 9700

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(c) The child's entry into the armed forces of the United States, but the emancipation event shall be deemed to be terminated and nullified upon the child's discharge therefrom as if such emancipation event had not occurred;

(d) The child's maintaining a full-time residence away from the home of the custodial parent provided that residency at a boarding school, college, university, graduate, professional or vocational school, camp or similar facility shall not be deemed to constitute a residence away from the custodial parent's home.

(e) The child's obtaining full-time employment exclusive of employment during school vacation periods.

(f) The child's marriage.

ARTICLE VIII

EDUCATIONAL EXPENSES

8.1 The HUSBAND and WIFE shall pay for a college, university or vocational school education for the children of the parties to the best of their respective abilities, pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act, subject to the terms and conditions set forth in this Article.

ARTICLE IX

MARITAL RESIDENCE

9.1 The parties presently own, as joint tenants, the marital residence commonly known as 943 South Third Avenue, Des Plaines, Illinois, the legal description of which is set forth in Exhibit "A", attached hereto and made a part of this Agreement.

80095
BEERMANN, SWERDOLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
115 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
421 9700

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9.2 Upon the effective date of this Agreement, the HUSBAND shall convey, by warranty deed or assignment of beneficial interest, all of his right, title and interest in said property to the WIFE. Other than the first mortgage encumbrance, the HUSBAND and WIFE warrant that there are no other liens, encumbrances, or clouds against said property. If there are subsequently found to be any liens, encumbrances, or clouds of title against said property other than as set forth above which may have been caused by the HUSBAND'S actions or inactions, the HUSBAND shall remove same, be financially responsible for their payment and indemnify and hold the WIFE harmless from any liability thereon.

9.3 Upon the effective date of this Agreement, the HUSBAND shall convey, by warranty deed or assignment of beneficial interest, all of his right, title and interest in said property to the WIFE. Other than the first mortgage encumbrance, the HUSBAND and WIFE warrant that there are no other liens, encumbrances, or clouds against said property. If there are subsequently found to be any liens, encumbrances, or clouds of title against said property other than as set forth above which may have been caused by the HUSBAND'S actions or inactions, the HUSBAND shall remove same, be financially responsible for their payment and indemnify and hold the WIFE harmless from any liability thereon.

9.4 HUSBAND warrants that the mortgage and assessment payments on the property in question are current and paid to

80095
ZIERMANN, SWERDLOVE,
WOLOSHIN, RAHEZKY
AND HERKSON
ATTORNEYS
110 W WASHINGTON ST
17TH FLOOR
CHICAGO ILL 60602
621 9700

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date and that the real estate tax escrow is current and up to date.

9.5 Upon the effective date of this Agreement, WIFE shall pay and be solely responsible for present and future liability for real estate taxes, any special assessments, insurance premiums and any and all other expenses incidental to or related to the said property and shall protect, defend, indemnify and save HUSBAND harmless of, from and against any and all suits, claims, demands, loss, costs, charge and/or expense in any way arising out of WIFE'S failure to duly, diligently, and fully pay any of the aforesaid expenses. The WIFE shall be solely entitled to any income tax credits and deductions a result of her payments under this paragraph.

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ARTICLE X

INCOME TAX RETURNS

10.1 HUSBAND and WIFE have filed joint federal and state income tax returns for the year 1983 and prior years, and will file a joint return for 1984.

10.2 Any refunds due as a result of the 1984 income tax returns and as the result of any prior years shall be shared equally by HUSBAND and WIFE.

10.3 Both parties agree that should it become necessary to file amendments to any returns for the years in which the parties have filed joint returns, they will fully cooperate with each other in that regard and execute such amended returns. If any additional tax is due as a result of the filing of said

80095
BEERMANN, SWERDLOVE,
WLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
17TH FLOOR
CHICAGO ILL 60602
312 9700

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amended returns or as the result of any audits of any previously filed joint returns, such additional tax liability shall be shared equally by HUSBAND and WIFE.

10.4 WIFE agrees to execute and acknowledge with HUSBAND all documents necessary or required, including powers of attorney, authorizing representatives selected by HUSBAND to represent HUSBAND and WIFE in any federal or state tax controversies involving a return filed jointly by HUSBAND and WIFE, protests, refund claims, agreements extending the statute of limitations, acceptances of deficiencies and over-assessments, petitions to any court or administrative tribunal or agency and other documents in connection with any proceedings, including those arising hereafter relating to any federal or state income tax returns filed jointly by HUSBAND and WIFE with the Internal Revenue Service or the Illinois Department of Revenue or joint estimated income tax returns which the parties heretofore filed.

ARTICLE XI

PROPERTY

11.1 The HUSBAND shall have as his sole property, free of any claim of the WIFE, the following:

(a) The 1982 Toyota pickup truck. WIFE shall be solely responsible for the payment of the lien on said vehicle;

(b) Checking account held in HUSBAND's name at First National Bank of Des Plaines;

(c) The proceeds from the sale of the California residence;

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
19 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
821 9700

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(d) HUSBAND's Individual Retirement Account (IRA).

(e) The life insurance policy on HUSBAND's life held by Inter-Ocean Insurance Co.

11.2 The WIFE shall have as her sole property, free of any claim of the HUSBAND, the following:

(a) The 1983 AMC Eagle Wagon automobile;

(b) WIFE's TWA retirement plan;

(c) WIFE's TWA credit union account;

(d) WIFE's Individual Retirement Account at Charles Schwab & Co.;

(e) The life insurance policies on WIFE's life held by Prudential Life Insurance Company and Connecticut General Life Insurance Company;

(f) All of the furniture, furnishings and fixtures contained in the marital residence with the exception of HUSBAND's clothing and personal effects.

11.3 Within ten (10) days from the entry of the judgment, WIFE shall pay HUSBAND the sum of Six Hundred (\$600.00) Dollars.

11.4 To the extent not referred to in this Article, each party shall keep and maintain as his or her sole and separate property, free and clear of any and all claim by the other, the assets and property in their respective possession and control.

11.5 Immediately upon the entry of this Judgment for Dissolution of Marriage, the HUSBAND shall assign and transfer to the WIFE all right, title and interest he may have in the existing 1983 AMC Eagle Wagon automobile.

80095
BERMANN, SWERLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
88 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
312 9700

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11.6 Immediately upon the entry of this Judgment for Dissolution of Marriage, the WIFE shall assign and transfer to the HUSBAND all right, title and interest she may have in the existing 1982 Toyota pickup truck.

ARTICLE XII

DEBTS AND LIABILITIES

12.1 The HUSBAND shall pay and be solely responsible for the following marital debts incurred by the parties:

- (a) MasterCard
- (b) Sears

12.2 The WIFE shall pay and be solely responsible for the following marital debts incurred by the parties:

- (a) J. C. Penney's
- (b) Montgomery Ward's
- (c) VISA
- (d) TWA Getaway
- (e) Amoco
- (f) First Charge

ARTICLE XIII

ATTORNEY'S FEES

13.1 Each of the parties hereto shall be solely responsible for the payment of his and her respective attorney's fees, costs and legal expenses incurred by him or by her in these proceedings.

13.2 The WIFE shall pay to the firm of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON, in addition to any sums heretofore paid, the sum of \$ 1,089.94 upon the effective date

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
6TH FLOOR
CHICAGO ILL 60602
421 9700

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of this Agreement in full discharge for any and all liability for attorney's fees and costs incurred in this matter.

13.3 The HUSBAND shall be solely responsible for any and all attorney fees and costs due ANTHONY SUIZZO upon the effective date of this Agreement in full discharge for any and all liability for attorney's fees and costs incurred in this matter.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1 Execution of Documents: Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days

80095
BEERMANN, SWERLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
9 W WASHINGTON ST
5TH FLOOR
CHICAGO ILL 60602
421 9700

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from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interest in land trusts.

14.2 Mutual Releases: To the fullest extent permitted by law, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them

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BEERMANN, SWERLOVE,
WOLO HIN, BAREZKY
AND BERKSON
ATTORNEYS
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shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

14.3 Waiver of Estate Claims: Each of the parties hereby waives and relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the

80095
DEERMANN, SWERDLOVE,
VOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
49 W WASHINGTON ST
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CHICAGO ILL 60602
312 9720

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same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

14.4 Incorporate - Non-Merger: This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment for Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment for Dissolution of Marriage.

14.5 Construction of Agreement:

(a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

(b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

(c) Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

80095
BEERMANN, SWERDLOVE,
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AND HENKSON
ATTORNEYS
18 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
312 8700

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(d) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral Agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.

(e) The provisions of this Agreement except those pertaining to the custody, support or visitation of the child, shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.

(f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

(g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the HUSBAND or the WIFE.

(h) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be effected thereby and shall continue in full force and effect.

(i) This Agreement shall become effective in the event and upon the date a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter.

(j) In the event the court should refuse to grant a Judgment for Dissolution of Marriage or refuse to

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BEERMANN, SWERDLOVE,
WOLOSZYN, BAREZKY
AND BENKSON
ATTORNEYS
19 W WASHINGTON ST
6TH FLOOR
CHICAGO ILL 60602
421 9700

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approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

SUSAN K. GRIFFIN, Wife

FRANCIS M. GRIFFIN, Husband

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BEERMANN, SWERLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
618 W WASHINGTON ST
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CHICAGO ILL 60602
312 6700

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ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, SUSAN K. GRIFFIN, and the Respondent, FRANCIS M. GRIFFIN, are hereby dissolved.

2. The Marital Settlement Agreement between the Petitioner and the Respondent, dated _____, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said agreement.

3. Upon agreement of the parties, the sole care, custody, control and education of the parties' minor children, KELLY and DAVID, shall be awarded to Petitioner.

4. Based on the parties having agreed, they are hereby permitted to opt out of the child support payment program through the Clerk of the Court.

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

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DEEMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
18 W WASHINGTON ST
4TH FLOOR
CHICAGO ILL 60602
312 8700

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6. Pursuant to Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions of this Judgment are not subject to modification except for those terms concerning the support, custody or visitation of the children and except where the terms of the Marital Settlement Agreement provide otherwise.

7. The court expressly finds that there is no just reason for delaying enforcement or appeal of this Judgment.

ENTER:

ENTERED CLERK OF THE CIRCUIT COURT MORGAN M. FINLEY
J U D G E JUL 11 1985
JUDGE <u>BENJAMIN J. KANTER</u>
DEPUTY CLERK _____

APPROVED:

Attorneys for Petitioner

Attorneys for Respondent

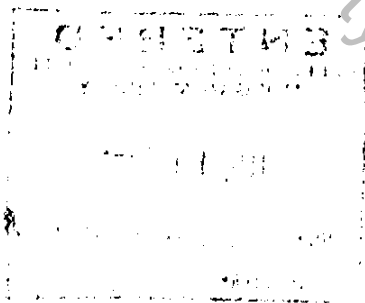
BEERMANN, SWERDLOVE, WOLOSHIN,
BAREZKY & BERKSON
Attorneys for Petitioner
69 West Washington Street, #600
Chicago, IL 60602
312/621-9700

80095
BEERMANN, SWERDLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
69 W WASHINGTON ST
6TH FLOOR
CHICAGO, ILL 60602
312 6700

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EXHIBIT "A"

Lot 2 and Lot 3 (Except the South 31 Feet thereof) in Block 12 in DesPlaines Villas, a Resubdivision of certain lots and blocks in Homeric Villas, said Homeric Villas being a subdivision of the West 1/2 of the Northwest 1/4 of Section 20 (Except the Easterly 503.0 feet measured at right angles to the East line thereof) also the East 1/2 of the Northeast 1/4 of Section 19, (Except the West 173.0 feet thereof) all in Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

TAX I.D. #09-20-108-050
#09-20-109-002

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GERMANN, SIVERLOVE,
WOLOSHIN, BAREZKY
AND BERKSON
ATTORNEYS
100 W WASHINGTON ST
8TH FLOOR
CHICAGO ILL 60602
312 9700

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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:

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in a certain cause lately pending in said Court, between
SUSAN K. GRIFFIN plaintiff/petitioner
and FRANCIS M. GRIFFIN defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 11th
day of JULY 19. 85

Morgan M. Finley Clerk

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REGISTERED	IDENTIFIED
HARRY BUS YORRELS	No.
SANCHEZ	

3205251

TUTTLE, VEDRAL & COLLINS, P.C.
701 LEE ST. SUITE 1030
DES PLAINES, IL 60016