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Certificate No. 1249026 Document No. 3503038

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1249026 indicated affecting the
following described premises, to-wit:

Lot Twenty Four (24) in Block One (1) in Marmora Park
Manor, being a Subdivision of part of the Northwest
Quarter (1/4) of the Southeast Quarter (1/4) of Section 20,
Township 41 North, Range 13, East of the Third Principal
Meridian, according to Plat thereof registered in the
Office of the Registrar of Titles of Cook County, Illinois,
on April 26, 1956, as Document Number 1666090.

3503038

10-20-424-013

gn 5944 MADISON
MONTANA GARDEN

Section 20 Township 41 North, Range 13 East of the

Third Principal Meridian, Cook County, Illinois.

Stephen F. Wiley

CHICAGO, ILLINOIS 3/21 1986

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(10-84) CCDCH-6

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

PLEAS, before the Honorable **STUART H. SHIFFMAN**
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 **-OCTOBER 10th**
in the year of our Lord, one thousand nine hundred and **-85** and of the Independence
of the United States of America, the two hundredth and **-TENTH**

PRESENT: • The Honorable **STUART H. SHIFFMAN**
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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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
OCT 10 1985
JUDGE _____
DEPUTY CLERK _____

In Re The Marriage Of:

YURIKO YOSHINO,

Plaintiff,

and

HISAO YOSHINO,

Defendant.

No. 85 D 1965

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This case now coming on to be heard upon the Petition for Dissolution of Marriage of the Plaintiff, YURIKO YOSHINO, the response thereto of the Defendant, HISAO YOSHINO, and the stipulation of the parties hereto by their respective attorneys that the above entitled case may come on for immediate hearing upon the said Petition for Dissolution of Marriage of the Plaintiff and the response thereto of the Defendant; and the Plaintiff appearing in open court in her own proper person and by Frank, Melamed & Bolon, Ltd. her attorneys and the Defendant appearing by Dayne Kono, and the Court hearing the testimony of the Plaintiff duly sworn and examined in open court in support of the allegations and charges contained in her Petition for Dissolution of Marriage and the Court considering all of the evidence, a certificate of evidence having been duly signed and sealed being filed herein and made a part hereof, and the Court now being fully advised in the premises finds:

1. The Court has jurisdiction of the subject matter and the parties hereto.
2. Plaintiff resided in the State of Illinois at the time this

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action was commenced and said residence has been maintained for more than ninety days next preceding the making of the findings herein.

3. Plaintiff and Defendant were lawfully married on the 29th day of July, 1973 and said marriage was registered at Tokyo, Japan.

4. The parties hereto have as lawful issue of their marriage the following children:

<u>Name</u>	<u>Birth Date</u>
Brian	June 11, 1976

It is in the best interests of the minor child of the parties that the Plaintiff be awarded the sole care, custody and control.

5. At all times relevant hereto, the Plaintiff has conducted herself as a true, affectionate wife.

6. The parties ceased to live as husband and wife on or about February, 1984 and since said date, the Plaintiff has lived separate and apart from the Defendant, without fault as a single woman, and still continues to do so.

7. The Defendant has been guilty of extreme and repeated mental cruelty toward the Plaintiff, said acts of cruelty having occurred on repeated occasions without cause or provocation on the part of the Plaintiff all as more fully set forth in the said Petition.

8. The Plaintiff and the Defendant, on October 5, 1985, entered into a written separation agreement providing for settlement of the matters relating to the custody, support and maintenance of the parties and for the settlement of their property and marital rights. The agreement has been presented to this Court for its consideration and approval and is in words and figures as follows:

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[Faint, illegible text from the original document, possibly a list or table of contents]

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LEGAL SEPARATION AGREEMENT

10-25
Pl. Ex. #1

THIS AGREEMENT, made ~~July 15~~ ^{October 5, 1984}, 1984, at Chicago, Illinois, by and between Yuriko Yoshino (hereinafter referred to as "Yuriko" or the "Wife" or the "Mother") residing in Morton Grove, Illinois, and Hisao Yoshino (hereinafter referred to as "Hisao" or the "Husband" or the "Father"), residing in Morton Grove, Illinois.

A. The parties were lawfully married at Tokyo, Japan, on July 29, 1973.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated February, 1984, and they now live in separate quarters in the same house.

C. One child was born to the parties as a result of their marriage, to wit:

Name	Birth Date
Brian	June 11, 1976

The child is presently residing with the parties. No other children were born to or adopted by the parties as a result of

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the marriage and the Wife is not now pregnant. The parties agree that Yuriko is a fit and proper person to have the custody of the child.

D. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under docket number 85 D 1925. The case is entitled In re the Marriage of Yuriko Yoshino, Plaintiff, and Hisao Yoshino, Defendant, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for the Wife and the Husband, the matters of custody, support, visitation, medical and related needs and the education of the child of the parties, and to fully settle 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 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 and to any property of the other, whether real, personal or mixed now owned or 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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F. The Wife has employed and had the benefit of counsel of Mitchell J. Melamed of Frank, Melamed & Bolon, Ltd., as her attorneys. The Husband has employed and had the benefit of Dayne Kono of Masuda, Funai, Eifert & Mitchell, Ltd., as his attorney. Each party 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 of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

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 is not one to obtain or stimulate a dissolution of marriage.

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2. Yuriko reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Hisao. Hisao reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Yuriko.

ARTICLE II

Custody of Child

1. Yuriko and Hisao agree that Yuriko is a fit and proper person to have the custody of their child, Brian, and have decided that the care, custody, control and education of the child shall be with Yuriko.

2. Both Yuriko and Hisao will use their best efforts to foster the respect, love and affection of the child towards each parent and shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security in implementing the visitation and vacation programs hereinafter set forth to accommodate the social and school commitments of the child.

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3. Both Yuriko and Hisao shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment, the phone numbers of their places of employment and if either party travels out of town for any extended period of time, then each person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

4. Yuriko shall advise Hisao of any serious illness or injury suffered by the child as soon as possible after learning of same. Yuriko shall direct all doctors involved in the care and treatment of the child to give Hisao all information regarding any illness or injury if Hisao requests same..

5. Yuriko shall advise Hisao of which elementary and high school the child will attend. Yuriko shall have the right to make any final decision with respect thereto.

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

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1. Hisao shall have unlimited rights of visitation with the child and shall be required to give Yuriko reasonable notice of his wish to exercise said visitation.

2. The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for other specific visitation periods than those shown above, and on such terms and conditions as are conducive to the best interests and welfare of the child. In the event a visitation period is made unavailable by virtue of serious illness or injury of the child, the parties shall cooperate to implement a reasonable substitute visitation period bearing in mind the best interests of said child.

3. Yuriko shall provide the child with sufficient clothing and personal effects that may be required for his needs and comfort during each period of visitation.

4. If the child becomes seriously ill or injured during the time he is with Hisao while he is exercising his visitation rights, Hisao shall notify Yuriko of same as soon as

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Visitation with Child

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the visitation provisions hereinafore set forth in Article 3. If Yuriko should for any reason fail to comply with

exercising his rights to visitation.

diminution in child support payments at any time when Hisao is

support was determined and there shall be no abatement or

however, this was contemplated when the total amount of

the cost to Yuriko for the child's support may be diminished;

is with Hisao during extended visitation and vacation periods,

2. The parties recognize that during the time the child

as set forth in Article XI hereof. Prior to Hisao's vacating the premises, the parties shall share equally in all household expenses

pro rata on the date Hisao moves out of the marital residence

bi-weekly installments of ~~1,000~~ ^{115.80} dollars each and commencing

~~two thousand six hundred~~ ^{115.80} dollars per year, payable in equal

to Yuriko as and for the support of the child, the sum of

1. Except as otherwise provided herein, Hisao shall pay

Support of Child and Related Matters

ARTICLE IV

physician, if any.

injury and the name and phone number of the attending

possible. He shall give Yuriko the details of said illness or

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Both parties shall pay equally for the hospital,

Expenses of Child and Wife

Medical, Dental, Optical and Related

ARTICLE V

emancipation as defined in Article VII of this agreement.

agreement shall continue until the child attains full

provisions hereinafter set forth in Article III of this

6. Yuriko's obligation to comply with visitation

Hisao any visitation rights he is entitled to hereunder.

this agreement, Yuriko shall not be entitled to withhold from

the payment of support hereinafter set forth in Article IV of

5. If also should for any reason fail to comply with

defined in Article VII of this agreement.

shall continue until the child attains full emancipation as as

4. Hisao's obligation for the support of the child

enforced accordingly.

allowances shall be treated as independent covenants and

support of otherwise. Rights of visitation and rights to

from Yuriko any of the amounts due to her hereunder for child

III of this agreement, Hisao shall not be entitled to withhold

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2. Hisao's obligation as contained in Article V here-
under with respect to the child shall terminate when the child
attains full emancipation as defined in Article VII of this

after said expense is incurred.

jurisdiction shall do so upon proper notice and petition, even
whether the expense is extraordinary, a court of competent

be imperiled by delay. If the parties cannot agree as to

in cases of emergency where the child's life or health might
incurring expenses in any of those connections shall not apply

both parties that Yuriko's obligation to consult Hisao before
expenses in any of those connections. It is understood by

dental care, Yuriko shall consult Hisao before incurring
surgical, optical or orthodontial or extraordinary medical or

event of serious illness of brain, or the need for hospital,
serious illness), dental prophylaxis and the like. In the

allments, drug supplies (except as required in the treatment of
medical care, but shall not include routine checkups, minor

serious illnesses requiring hospitalization or extended
required as a result of serious accidents or as a result of

psychiatric or psychological care, operations and services
limitation, all teeth strengthening, major dental work,

used in this paragraph shall include, but not by way of
company medical insurance policy. The term "extraordinary" as

it may not already be covered under either party's existing
ordinary medical and dental care of brain, to the extent that

surgical, optical and orthodontial care and for the extra-

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and medical insurance policy.

identity and utilize the child's coverage under the hospital current identification cards in order to enable Yuriko to

5. If applicable, Hisao shall provide Yuriko with

with chapters 32 and 73 of the Illinois Revised Statutes.

and hospital insurance coverage to her benefit in accordance forms and documents to enable her to convert his group medical this agreement, Hisao shall provide Yuriko with the necessary

6. On or before 30 days after the effective date of

expenses over the first \$100.00 dollars). If Yuriko must obtain a health insurance policy because Hisao is unable to do so, Hisao shall pay for the said premium directly to Yuriko for the same.

single illness and shall cover (80%) of the

the minimum extent of one hundred thousand dollars for any

major medical policy covering Brian shall provide coverage to the maximum of \$100,000.

insurance company, in obtaining such policy for Brian. The

out-of-pocket expenses that may not be covered by the

the parties shall share equally in any premium or other

either party is able to obtain such a policy at work, then

policy covering possible major medical needs of Brian) If

maintaining in full force and effect a major medical insurance

3. Both parties shall be responsible for obtaining and

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H.S.

expenses over the first \$100.00 dollars). If Yuriko must obtain a health insurance policy because Hisao is unable to do so, Hisao shall pay for the said premium directly to Yuriko for the same.

the maximum of \$100,000.

through

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units so that he is considered by the school attended to be a
d. The child carries the required number of courses or

child, be substituted for professional school;

c. A masters degree program may, at the option of the

beyond two years;

event the professional school attended for a required period

time shall be extended in case of serious illness or in the

consecutive years after graduation from college, except the

and the professional school education is limited to two

the time shall be extended in the case of serious illness

consecutive years after graduation from high school, except

b. The trade school or college is limited to four

for a trade school, college or professional school education;

a. The child has at that time the desire and aptitude

conditioned upon the following:

2. The parties' obligation set forth herein is

child;

college and professional school education expenses of the

1. The parties shall pay for the trade school or

Education of Child and Related Matter

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With respect to the child, an "emancipation event" shall

Emancipation Event

ARTICLE VII

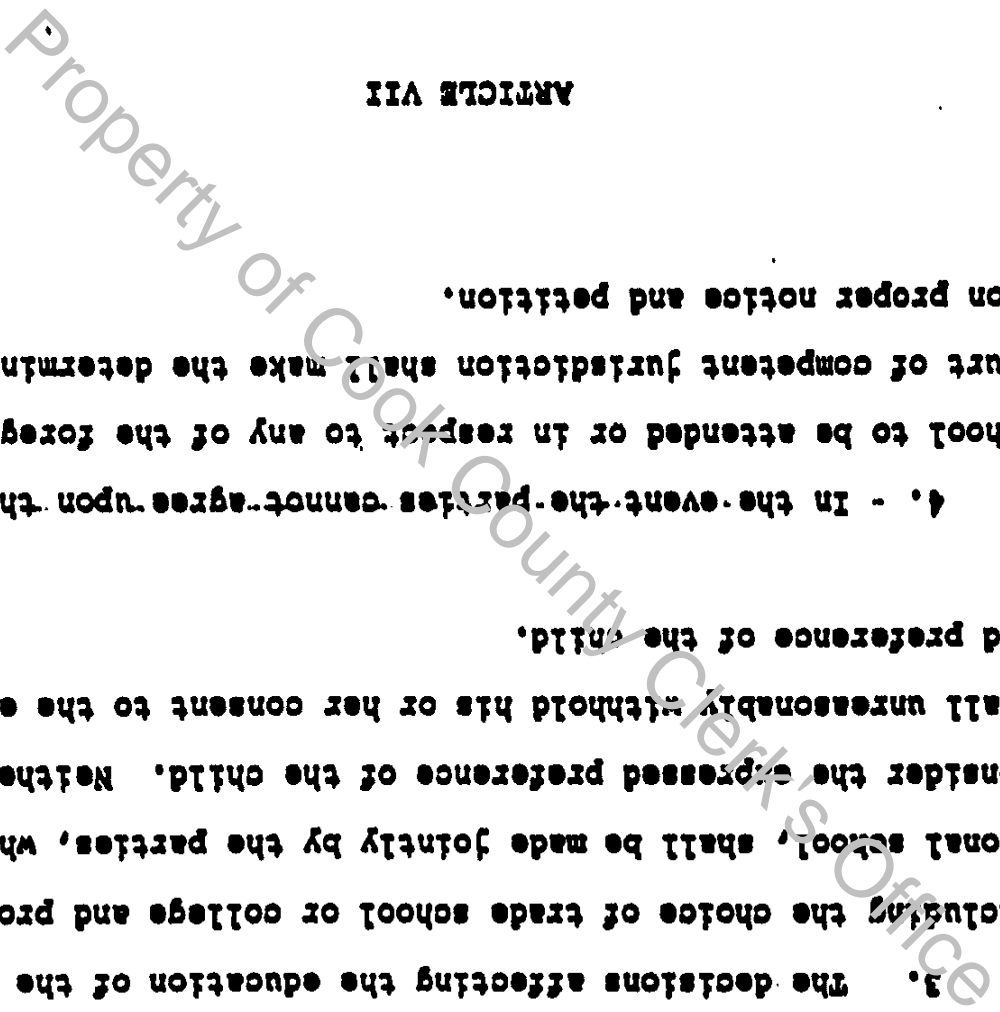
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"Full time" student and the child maintains a passing grade average as is prescribed by said school;

e. Copies of all grade reports of the child are forwarded to both parties within ten (10) days after same are issued; Each party has the financial ability to pay such trade school, college or professional school expenses.

3. The decisions affecting the education of the child, including the choice of trade school or college and professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

4. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.



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event.

In Article VI 2 (b) herein shall not be deemed an emancipation of the child to complete college or professional school as set forth in vacation or summer periods or during the time allowed the

- A. that the child's engaging in full-time employment during
- B. the child's engaging in full-time employment except
- C. Entry into the armed forces of the United States;
- D. The child's death;

of the wife)

not to be deemed a residence away from the permanent residence of the child in school, camp, trade school, college or professional school if the permanent residence of the wife. A residence at boarding school, camp, trade school, college or professional school is

- C. The child's having a permanent residence away from
- B. The child's marriage;

the time of the child's reaching majority;

obligations set forth in Article VI herein, shall terminate at the time of the child's reaching majority. Also, obligations under this agreement, except for those shall last occur. In the case of the later event, all of

set forth in Article VI 2 (b) herein, whichever

school or college and professional school education within the child's reaching majority or completing trade

terminates:

tion for the child as detailed in this agreement shall happen of any of the following, at which time Hisao's obligations occur or be deemed to have occurred upon the earliest to

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2. Hisao shall not perform any act directly or indirectly that is deliberately calculated to exhaust, diminish

the estate of Hisao can be closed promptly. accounting and actuarial practices and paid forthwith, so that the estate of Hisao shall be charged with the obligation and a lien for the payment of all allowances, support, education expenses, medical, dental, optical and all other liabilities payable by Hisao hereunder. The amount remaining due, at the option of Hisao's personal representative, may be capitalized with current generally accepted accounting and actuarial practices and paid forthwith, so that the estate of Hisao can be closed promptly.

Security for Allowances, Support and Related Matters

ARTICLE IX

1. Each of the parties agree to waive any claim to maintenance and be barred from ever claiming the same, each party being able to support themselves.

Maintenance

ARTICLE VIII

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1. Also has had issued on his life certain policies of insurance through his place of employment. The total face

Insurance

ARTICLE X

4. Yuriko shall not perform any not directly or indirectly that is deliberately calculated to exhaust, diminish or reduce the value of her holdings and assets in order to evade her obligations under this agreement or otherwise reduce the value of her estate.

3. The estate of Yuriko shall be charged with the obligations and a lien for the payment of all allowances, support, education expenses, medical, dental, optical and all other liabilities payable by Yuriko hereunder. The amount remaining due, at the option of Yuriko's personal representative, may be capitalized with current generally accepted accounting and actuarial practices and paid forthwith, so that the estate of Yuriko can be closed promptly.

or reduce the value of his holdings and assets in order to evade his obligations under this agreement or otherwise reduce the value of his estate.

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3. Previously Hsiao caused certain major medical policies to issue wherein the child of the parties was granted coverage through his place of employment. With reference to this policy, upon the effective date of this agreement, Hsiao

complain all matters set forth above.

to keep the policies in full force and effect and to ac-

9. Do all other acts and execute all documents needed

(fully effective)

2. Renew all policies when requested so as to keep them

(future)

the policies and not borrow against those policies in the

e. Pay off and retire in full any outstanding loans on

designated beneficiary to Brian as irrevocable beneficiary.

d. If not already accomplished, he shall change the

be sent to Yuriko;

c. Direct that duplicate premium notices and receipts

b. Pay the premiums when they become due;

3. Deposit a copy of the policies with Yuriko;

Hsiao shall accomplish the following:

to time thereafter as may be herein indicated or required,

forth, upon the effective date of this agreement and from time

2. In connection with the policies previously set

salary Hsiao.

value and coverage under this policy is equal to the annual

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designated beneficiary to Brian as irrevocable beneficiary.

d. If not already accomplished, she shall change the

be sent to Hisao!

c. Direct that duplicate premium notices and receipts

b. Pay the premiums when they become due!

a. Deposit copies of the policies with Hisao!

Yuriko shall accomplish the following:

to time thereafter as may be herein indicated or required,

forth, upon the effective date of this agreement and from time

5. In connection with the policies previously set

of insurance through her place of employment.

4. Yuriko has had issued on her life certain policies

set forth in Article V herein.

in full force and effect in accordance with his obligations

policy or its equivalent replacement with a like type coverage

literally hereunder to Brian, he shall attempt to keep this

d. To the extent and for the duration of Hisao's

be sent to Yuriko!

c. Direct that duplicate premium notices and receipts

b. Pay the premiums when they become due!

a. Deposit a copy of the policy with Yuriko!

shall do the following:

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force and effect.

its equivalent replacement with a like type coverage in full liability hereunder to Brian, she shall keep this policy or

d. To the extent and for the duration of Yuriko's

be sent to Hsiao!

c. Direct that duplicate premium notices and receipts

b. Pay the premiums when they become due!

a. Deposit a copy of the policy with Hsiao!

do the following:

date of this agreement, Yuriko shall obtain such coverage and

coverage as set forth in Article V herein, upon the effective

if the parties agree that the child should be granted such

her place of employment, with reference to these policies and

wherein the child of the parties is granted coverage through

3. Yuriko is entitled to certain major medical policies

complete all matters set forth above.

to keep the policies in full force and effect and to ac-

g. Do all other acts and execute all documents needed

fully effective!

f. Renew all policies when required so as to keep them

future!

the policies and not borrow against those policies in the

e. Pay off and retire in full any outstanding loans on

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hold these harmless and indemnified thereon until said house
 the effective date of this agreement and she shall save and
 homeowners insurance payments falling due at any time prior to
 Northwest National Bank of Chicago, tax excrow payments and
 payments, with respect to the marital residence, to the
 Kuriko shall assume all responsibility for first mortgage
 c. Upon Hideo vacating the marital premises,

to Tsuyako Oyama of the \$5,000.00 loan on said premises.
 ordinary closing expenses are paid and after the reimbursement
 proceeds from the sale of said property after all normal and
 b. The parties shall divide equally the net

necessary to effectuate the closing of said property.
 residence for sale, and shall execute any and all documents
 a. The parties shall immediately place the marital

illinois

Marital residence - 5944 Madison, Morton Grove,

1. Real Property

Property Settlement

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b. A list of each of the parties personal property that

Also shall have no further right, title or interest therein. Above shall be the sole and exclusive property of Yuriko and contained in the marital residence of the parties as noted

turnshings, works of art, and other personal property. a. Except as provided below, all of the furniture,

2. Furniture and turnshings.

occupancy of the property.

He shall commit no damage or waste while in residence

no event later than the date of closing of the marital property. Yuriko as soon as he is able to move to said apartment and in 48 days from the date of the judgment of

and shall vacate and surrender possession of the property to

shall immediately make arrangements to move to an apartment

residence at the time this agreement becomes effective, he

d. If also shall be in occupancy of the marital

of the net proceeds.

principal portion of the monthly payment prior to the division

closing on the premises, Yuriko shall receive credit for the

heretofore due thereon have been paid. Upon the sale and

liens or encumbrances and that all taxes and assessments

forth herein, the marital residence is free and clear of any

Yuriko represent and warrant that, except as otherwise set

is sold. Other than said first mortgage obligation, also and

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Handwritten initials and marks.

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a. Upon the effective date of this agreement, it not already accomplished, Hisao shall have assigned Yuriko all outstanding interests held by him or any other parties in and to the 1979 Toyota Corolla automobile presently in the possession of Yuriko. Hisao shall deliver to Yuriko a certificate of title to that automobile, said title to be in the name of Yuriko and be free and clear of any lien or other claim of any party. This automobile shall be the sole property of Yuriko.

5. Automobiles.

a. The parties have two accounts currently located at the First National Bank of Morton Grove and said funds shall be equally divided.

4. Bank Accounts.

c. Hisao shall remove any personally belonging to him which is located in the marital residence of the parties before or at the time he is to give up possession of the residence as hereinafore set forth.

reference.

shall be the sole and exclusive property of each, free and clear of any interest in the other, is set forth in Schedule A attached hereto, made a part hereof and incorporated herein by reference.

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custody of the child, as the case may be.

be turned over directly to that child or to the party having jewelry or personal effects of any child of the parties shall

c. Upon the effective date of this agreement, all

or possessed by him as set forth in schedule A.

jewelry, clothing and other personal belongings presently held

clear of any interest held or claimed by Yuriko, all of the

b. Hisao shall keep as his sole property, free and

ly held or possessed by her as set forth in schedule A.

furs, jewelry, clothing and other personal belongings present

and clear of any interest held or claimed by Hisao, all of the

a. Yuriko shall keep as her sole property, free

6. Miscellaneous Personal Property.

Hisao;

any party. This automobile shall be the sole property of

the name of Hisao and be free of any lien or other claim of

certificate of title to that automobile, said title to be in

in the possession of Hisao. Yuriko shall deliver to Hisao a

interest in and to the 1978 Toyota Celica automobile presently

Yuriko shall assign to Hisao all of her right, title and

b. Upon the effective date of this agreement,

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1. The current marital debts are to be divided equally and paid prior to the entry of the judgment of dissolution. If the same is not satisfied prior to closing on the sale of the marital home, said debts shall be satisfied from the net proceeds prior to distribution to the parties.

Debts and Collaterals

ARTICLE XII

c. Upon the effective date of this agreement, Yuriko shall release and assign to Hsiao any interest she may have in any Nikon Profit Sharing plan and Yuriko shall execute any and all documents necessary to release her right, title or interest in said profit sharing plan.

d. Upon the effective date of this agreement, Hsiao shall release and assign to Yuriko any interest he may have in Honda Assoc. Profit Sharing plan and Hsiao shall execute any and all documents necessary to release his right, title or interest in said profit sharing plan.

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Disclosures of all information and data relating to Hsiao's
 upon his income, resources, assets and liabilities.
 documentation and business and personal records reflecting
 counsel and his auditors, all books, records, financial
 his representatives. Hsiao has made available to Yuriko, his
 made fully and completely to the extent requested by Hsiao or
 tion and data relating to Yuriko's financial status have been
 resources, assets and liabilities. Disclosures of all informa-
 business and personal records reflecting upon her income,
 his auditors, all books, records, financial documentation and
 2. Yuriko has made available to Hsiao, his counsel and

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child, ...
 is based on a consideration of the best interests of the
 persons as "mother" and "father" respectively. The foregoing
 shall have each child refer to the parties and to no other
 surname of any subsequent husband of Yuriko. The parties
 not for any reason or purpose use or be designated by the
 parties shall continue to use the surname of Yoshino and shall
 after the effective date of this agreement, the child of the
 1. Notwithstanding the possible remarriage of Yuriko

Miscellaneous Provisions

ARTICLE XIII

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financial status have been made fully and completely to the extent requested by Yuriko or her representatives. Both parties acknowledge the accuracy and completeness of the financial disclosures to the other and further acknowledge their reliance on the financial representations of the other in entering into the financial, property, allowance, support and other provisions contained in this agreement. Among the representations relied upon by each of the parties is the accuracy and completeness of the financial statements of the other party which are incorporated into and made a part of this agreement by reference as though having been fully set forth therein.

Upon this agreement becoming effective and upon the request of Yuriko, Hideo shall do all acts necessary and required to effect a religious dissolution or dissolution in a form necessary by Japanese custom here or in Japan or declaration of invalidity of marriage in accordance with the requirements of religion or Japanese custom. The costs and expenses incident to the accomplishment of that dissolution or declaration of invalidity of marriage shall be borne by both parties equally.

Handwritten signature/initials

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any reason shall fail or refuse to execute any such documents, manner herein agreed and provided. If either party hereto for ownership of the several properties of said parties in the this agreement and establish of record the sole and separate which may be necessary or proper to carry out the purposes of to execute, acknowledge and deliver any and all documents provided, and thereafter, at any time and from time to time, and estates in the respective parties hereto, as hereinabove sufficient instruments necessary and proper to vest the titles deliver upon the effective date of this agreement, good and ed, each of the parties hereto shall execute, acknowledge, and

1. Execution of Documents, Except as otherwise provided-

General Provisions

ARTICLE XV

1. Each party shall be solely responsible for their own respective attorney's fees.

Counsel Fees

ARTICLE XIV

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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. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the circuit court of Cook County, Lake Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife widow or widower, or otherwise, by reason of the marital relation existing between and parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or

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3. Waiver of Estate Claims: Except as herein otherwise provided, each of the parties hereto hereby waives and releases all rights to act as administrator or administrator with the will annexed of the estate of the other party, and

agreement.

of this agreement, or the rights of either party under this obligation on the part of the other to comply with provisions

a waiver or release by either party to the other of the that nothing herein contained shall operate or be construed as

guarantee or extinguishment of such rights; provided, however, required to effect or evidence such release, waiver, relin-

ments and further assurances as may be required or reasonably or assigns, any or all such deeds, releases or other instru-

his or her heirs, personal representatives, grantees, devisees execute, acknowledge and deliver at the request of the party,

party hereto) and each of the parties further agree to defense to any such claim or suit so instituted by either

this release, when pleased, shall be and constitute a complete parties agree that in the event any suit shall be commenced,

rights relinquished under this agreement; and each of the and assigns, for the purpose of enforcing any or all of the

the other, or his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter

himself or herself, his or her heirs, personal representatives contingent and each party further covenants and agrees for

whether in possession or in expectancy, and whether vested or

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each of the parties 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 at law of such deceased
party, in the same manner as though the parties hereto had
never been married, each of the parties hereto respectively,
reserving the right to dispose, by testament or otherwise of
his or her respective property in any way that he or she may
see fit, without any restriction or limitation whatsoever;
provided, however, that nothing herein contained shall operate
or be construed as a waiver or release by either party of the
obligation of the other to comply with the terms of this
agreement, or the rights of either party under this agreement.

4. In the event any court alter, changes or modifies
any portion of this agreement at any time prior to the entry
of a judgment for dissolution of marriage, then any pending
proceeding before such court shall be suspended so that Yuriko
and Hideo shall have an opportunity to consider said alterna-
tion, change or modification by said court and, if necessary,
renegotiate all or part of this agreement. In any event, it
any court alters, changes or modifies any portion of this
agreement at any time prior to the entry of a judgment for

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6. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment for dissolution of marriage holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest

5. In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this agreement and all of its provisions shall be incorporated into any such judgment for dissolution of marriage, either directly or by reference, and upon entry of said judgment this agreement shall become in full force and effect, but in no event shall this agreement be effective or court on entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement, which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

dissolution of marriage, then the entire agreement shall become voidable at the option of Yukiko or Hisao.

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in the subject matter of this agreement in that the agreement was prepared and executed in Illinois, the children are residents of and domiciled in Illinois, and the parties are residents of and domiciled in Illinois. Yuriko filed an action for dissolution of marriage in Illinois and Hideo filed his appearance and response in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the laws of Illinois.

7. All orders of court entered in the action presently pending between the parties hereto providing for payment of temporary maintenance and child support (whether allocated or unallocated), temporary attorneys fees and other expenses of suit shall continue to remain in full force and effect to and including the day preceding the effective date of this agreement and notwithstanding anything herein otherwise provided, any amounts which have been accrued pursuant to such temporary orders and which remain unpaid as of the effective date of this agreement shall be deemed to be vested in the party obligated to pay any of said accrued amounts and shall pay such entire sum to the party or attorney entitled to receive same and said payment shall be made within ten (10) days after the effective date of this agreement and in addition to all other obligations contained in this agreement.

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Before me, a notary public in and for the county and state aforesaid, appeared Yuriko Yoshino, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

COUNTY OF COOK

STATE OF ILLINOIS

Hideo Yoshino

Hideo Yoshino

Yuriko Yoshino

Yuriko Yoshino

IN WITNESS WHEREOF, the husband and wife have hereunto set their respective hands and seals the day and year first above written.

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Notary Public
[Signature]

October, 1995.

GIVEN under my hand and notarial seal this 5 day

uses and purposes therein set forth.
Instrument as his free and voluntary act and deed, for the
and he acknowledged that he executed and delivered said
me to be the same person who executed the foregoing instrument
state aforesaid, appeared Hisao Kojima, personally known to
Before me, a notary public in and for the county and

COUNTY OF COOK

SS

STATE OF ILLINOIS

Notary Public
[Signature]

October, 1995.

GIVEN under my hand and notarial seal this 5 day of

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1 Oriental lamp
1 Scandinavian side table
1 Pioneer stereo amp
1 Akai - reel to reel
2 Hitachi speakers
2 Pioneer speakers
1 Sony turntable

1 Doll case with oriental figures
1 Lamp
Dishes
1 Scandinavian shelf
1 Sony color TV
1 Sony video recorder
1 Atari computer
1 Butcher block coffee table
1 chair
2 side chairs
1 couch

Living Room

Living Room

Work bench
Tools and accessories
Upright saw

Work Area

Laundry Room

1 exelcise bicycle
1 locker - bentwood
1 Toshiba video recorder
1 coffee table
1 sofa
2 couches

1 washer
1 dryer
To be sold with house

Recreation Area

1 vacuum cleaner
Iron/board
Singer sewing machine/stand

2 vacuum cleaners

Basement

Basement

1 Japanese lamp
Butcher block serving cart
Toshiba microwave
butcher block
Dining table and chairs -

China cabinet/side board -
(Scandinavian)
China, dishes, miscellaneous

Dining Room

Dining Room

Property of
Hsiao Yoshino

Property of
Yuriko Yoshino

This schedule, attached to the separation agreement dated July 15, 1985, by and between Yuriko Yoshino and Hsiao Yoshino, is made a part of that agreement as though fully set forth therein.

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1 Toshiba color TV
Miscellaneous kitchen tools
and utensils
1 Airpot

Kitchen

All firearms

stamp collection
coin collection
1 set gold chains
1 watch - Belko

Valuables

2 gold carts
2 gold bags
1 set mens' woods
(Horns 1,3,5 woods)
4 sets - mens' trons

Sports equipment

Outdoor chair and cushions

shed

1 snowblower
1 lawnmower
1 Weber grill

Garage

1 custom made
clothes closet
~~side lamp~~

Master Bedroom

1 great diamond with
white gold band
and wedding band
1 setko watch
Miscellaneous jewelry

Valuables

1 gold bag
1 set womens' gold clubs

Sports equipment

Koto
Shamisen
Guitar

Musical instruments

1 snowblower
1 lawnmower
1 Weber grill

Garage

All kimonos and accessories

Kimonos

1 bed
1 chest - antique oriental
1 Scandinavian clothes chest
2 side lamps
(4-est) oriental mirror, chest
ladder ware for ladder
1 Oriental chest

Master Bedroom

2 Bunk bed - Scandinavian
Desk/chart
Miscellaneous decoration

Brian's Bedroom

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- Bedroom - Htsao
- 24k Gold Bar
- 1 Couch
- 1 Desk chair
- 2 Book cases
- 1 Coffee table
- 1 Typewriter
- 1 Kenwood stereo cabinet
- 3 Cassette players
- Miscellaneous books and magazines
- Photographic equipment
- Nikon F3 - Motor driven
- Nikon F3T - Motor driven
- Nikon F2 - Motor driven
- Lens:
- Nikon - 1.4 50 mm.
- Nikon - 3.5 55 mm.
- Nikon - 3.5 35 mm.-70 mm.
- Nikon - 1.4 50 mm.
- Cameras:
- Nikon - L 35
- Nikon - FT
- Nikon - F
- Nikon - F3
- Nikon - EM
- Nikon - F2
- Nikon - F3
- Nikonos - 1V-A
- Horsman Camera
- Minox - Auto-Flash
- Malya - C33
- Lens - 10 lenses
- GAF Movie cameras - 10
- 8 mm. movie camera and projector

Handwritten notes:

- Kitchen table with chairs
- 1 Rice Cooker
- 1 Airpot
- 1 Coffee maker (Sapwood)

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And the Court having considered the agreement and the circumstances of the parties finds that the agreement is not unconscionable and that the parties assert that the agreement was freely and voluntarily entered into by them, is fair and equitable in its terms and provisions, and should be approved by the Court.

9. The Plaintiff has established by competent, material and relevant evidence all of the allegations and charges contained in her petition for dissolution of marriage and the equities of the case are with the Plaintiff.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, this Court by virtue of the power and authority therein vested, DOES ORDER as follows:

A. The bonds of matrimony existing between the Plaintiff, Yuriko Yoshino, and Defendant, Hisao Yoshino, be and the same are hereby dissolved, and the parties are awarded a judgment of dissolution of Marriage.

B. The separation agreement hereinabove contained is hereby in all respects approved, confirmed, ratified and adopted as the judgment of this Court to the same extent and with the same force and effect as if the provisions contained in said agreement were set forth in this paragraph of this judgment and each and every provision thereof is binding upon each of the parties hereto and each of the said parties shall do and perform all of the acts undertaken and carry out all of the provisions contained in the aforesaid agreement which is made a part of this judgment.

C. The care and custody of the minor child shall be with the Plaintiff in accordance with the terms of the separation agreement entered into between the parties and hereinabove contained.

D. The Plaintiff and the Defendant shall carry out all of the

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Date:

terms, provisions and conditions of this judgment and each of the parties shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in the separation agreement hereinabove contained and hereafter at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner therein agreed and provided.

E. The plaintiff, having waived maintenance and support from the Defendant shall be barred from same.

F. This court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this judgment and the terms and provisions of the separation agreement hereinabove contained.

G. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed or whatsoever kind and nature and whatsoever situated, including, but not limited by homestead, succession or inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

ENTER:

Wm. H. Smith
 JUDGE

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FRANK, MELAND & BOLON, LTD.
Attorneys for Plaintiff
Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602
(312) 782-4171
Attorney Code No. 11023

Attorney for Defendant

[Signature]

Attorney for Plaintiff

[Signature]

APPROVED:

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(10-84) CCDCH-6

8 3 0 3 0 3 0 8

FEBRUARY

day of

19 86

Clerk

Morgan M. Finley

the seal of said Court, in said County, this 3rd day of

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

defendant/respondent,

HISAO YOSHINO

plaintiff/petitioner

YURIKO YOSHINO

in a certain cause lately pending in said Court, between

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COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

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

STATE OF ILLINOIS,
COUNTY OF COOK
ss.

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REGISTRAR OF TITLES

3503038

IDENTIFIED No.
Register of Titles & Titles HARRY BUS YOURRELL WHITE

IDENTIFIED No.
Register of Titles & Titles HARRY BUS YOURRELL WHITE

LAND TITLE CO.
100 W. MONROE, 4th FLOOR
CHICAGO, ILLINOIS 60603

12-45541-03 Eric

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