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Candice*

WARRANTY DEED
Joint Tenancy
Illinois Statutory
(Individual to Individual)

The grantors RAY D. BLANKENSHIP and KATHLEEN A. BLANKENSHIP, his wife, of the city of DES PLAINES, County of COOK, State of ILLINOIS, for and in consideration of TEN (\$10.00) AND NO/100THS DOLLARS, in hand paid, CONVEY and WARRANT to GEARY J. BANIAK and DIENSE S. BANIAK, his wife, 8801 West Golf Road, Des Plaines, Illinois not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

Lot 55 in Unit 1 in Joseph H. Anderson's Craig Manor, being a subdivision of part of the Southwest 1/4 of the Southwest 1/4 of Section 36, Township 42 North, Range 11, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on June 25, 1959 as document number 1869758.

PIN: 03-36-303-000

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

Dated this 17th day of April, 1986.

Ray D. Blankenship (SEAL) Kathleen A. Blankenship (SEAL)
RAY D. BLANKENSHIP KATHLEEN A. BLANKENSHIP

State of Illinois County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAY D. BLANKENSHIP and KATHLEEN A. BLANKENSHIP, his wife personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 17th day of April, 1986.

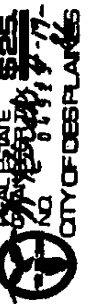
Commission expires July 1, 1986

Charles P. Wottrich
Notary Public

This instrument was prepared by Charles P. Wottrich, Attorney at Law, 2630 Flossmoor Road, P.O. Box 399, Flossmoor, Illinois 60422-0399

Kenneth S Finkle
MAIL TO: 1501 W DUNDRA RD
BUFFALO GR, IL 60089
RECORDER'S OFFICE BOX NO _____

ADDRESS OF PROPERTY:
717 Therese
Des Plaines, Illinois 60016
SEND SUBSEQUENT TAX BILLS TO
GEARY J. BANIAK
717 Therese
DES PLAINES, IL 60016



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927
916

STATE OF ILLINOIS
REAL ESTATE TRANSACTION TAX
APR 19 1986

REAL ESTATE TRANSACTION TAX
REVENUE
APR 19 1986
54.50

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6/20/2008

Property of Cook County Clerk's Office

138112

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Age of Credit 1930
 Address 138112
 Purchase 138112
 Year 1930
 Subject 138112
 Address 138112
 Deliver 138112
 Remainder 50.75
 Sig. Card CIAMBRONE

REPUBLIC TITLE COMPANY
 3326 NORTH ARLINGTON HEIGHTS ROAD
 ARLINGTON HEIGHTS, ILLINOIS 60004

312-390-7477

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1. That this Court has the jurisdiction of the parties hereto and of the subject matter hereof;

2. That the Plaintiff was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings;

3. That the parties were married on December 1, 1964, and said marriage was registered at Cook County, Illinois.

4. Two (2) children were born to the parties during their marriage, namely: KRISTINE L. KITTLE, age 18, born November 8, 1967; and KATHRYN L. KITTLE, age 14, born April 2, 1971. No children were adopted by the parties and the Defendant is not now pregnant. Both parties are fit and proper persons to have the care, custody, control and education of the minor child of the parties;

5. Without cause or provocation by the Plaintiff, the Defendant has been guilty of extreme and repeated mental cruelty toward the Plaintiff;

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6. The Plaintiff has proved the allegations of the Petition for Dissolution of Marriage by clear, convincing, unmistakable, competent, relevant and material evidence; and that a Judgment for Dissolution of Marriage should be entered herein;

7. The parties hereto have entered into a Settlement Agreement dated November 12, 1985, concerning the question of custody, visitation and support of the minor child of the parties, the maintenance of the Plaintiff, the respective rights of each party in and to the property, income and 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 presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and hereby receives the approval of this Court;

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MARITAL SETTLEMENT AGREEMENT

BY THIS AGREEMENT, made this 12th day of Novembr, 1985, at Roselle, Illinois, by and between JOHN P. KITTLE, residing in Schaumburg, Illinois, hereinafter referred to as Plaintiff; and JUDITH A. KITTLE, residing in Schaumburg, Illinois, hereinafter referred to as Defendant; the afore-said parties do hereby agree to the following premises:

A. That the parties were lawfully married in Cook County, Illinois, on the 1st day of December, 1964.

B. Irreconcilable difficulties and differences have arisen between the parties which have resulted in the irretrievable breakdown of this marriage. Despite the fact that the parties continue to live together under the same roof they do not reside as husband and wife.

C. Two children were born to the parties during their marriage, namely KRISTINE L. KITTLE, age 18, born November 8, 1967; and KATHRYN L. KITTLE, age 14, born April 2, 1971; and there were no other children either born to or adopted by the parties during their marriage. Plaintiff

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acknowledges that Defendant is a fit and proper person to have the sole care, custody, control and education of the parties' minor child.

D. Plaintiff has filed against Defendant a Petition for Dissolution of Marriage in the Circuit Court of the 18th Judicial Circuit, DuPage County, Wheaton, Illinois, under Docket Number 85-D-1938, and said case is entitled In Re The Marriage of JOHN P. KITTLE and JUDITH A. KITTLE, and that case remains pending and undetermined.

E. The parties consider it to be to their respective best interests to settle between themselves all questions of custody, child support, visitation, medical, educational and related needs of the minor child of the parties; and to fully settle all rights growing out of or related in any way to the marital relationship existing between them, including but not limited to maintenance; and to settle any rights which either of them now have or may hereafter have or claim to have against the other, in or to any and all property, whether real or personal, now owned or which may hereafter be acquired by either of them, regardless of how legal title to said property is held, or any rights or claims in and to the estate of the other.

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F. Plaintiff has employed and had the benefit of the advice and counselling of FRANCIS T. PISTORIO of PISTORIO & LINDQUIST as his attorney. Defendant has employed and had the benefit of the advice and counselling of BRUCE R. ENTMAN as her attorney. Each party acknowledges that each has made a full and complete disclosure of each party's own wealth, property, income and estate as of the date of this Agreement, as well as each party's expectations for increases and raises in all of the foregoing within the near future. The parties also acknowledge that they understand and are conversant with, and are relying upon the other party's representations as to that party's own wealth, property, income, estate and expectations in making this Agreement. The parties further acknowledge that each party has been fully informed of their respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained and in reliance upon each party's representations to the other, 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:

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I. RIGHT OF ACTION

1. NO COLLUSION: This Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage.

2. RIGHTS RESERVED: Plaintiff reserves the right to prosecute any Petition for Dissolution of Marriage which Plaintiff has brought against Defendant and defend any action which may be commenced by Defendant. Defendant reserves the right to prosecute any Petition for Dissolution of Marriage which Defendant may hereafter bring against Plaintiff and defend or respond to any action which has been commenced by Plaintiff.

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II. CUSTODY

Both parties acknowledges that each party is a fit and proper person to have the sole care, custody, control and education of the parties' minor child and each party hereby further agrees that Defendant shall have the permanent care, custody, control and education of the minor child of the parties, namely KATHRYN R. KITTLE subject to said minor being raised in the Catholic religion. It is further anticipated that KRISTINE L. KITTLE will continue to reside with the Defendant in the marital residence while she attends community college.

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III. VISITATION

1. GENERAL: Plaintiff shall have the right of reasonable visitation, to-wit: at such times and places that are reasonable and upon such notice as is mutually convenient. In the event the parties disagree as to visitation then they agree to be bound by the provisions set forth in Exhibit "A" attached hereto, incorporated herein and by this reference made a part hereof.

2. PARENTAL COOPERATION: Both parties 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 children that will give each child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation and vacation programs hereinafter set forth to accommodate the social and school commitments of each child.

3. ADDRESSES: The parties shall keep each other informed as to the exact place where each of them resides, and are employed as well as the phone numbers of their places of residence and their places 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 provide a phone number where he or she can be reached.

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IV. ~~MAINTENANCE~~ SPOUSAL MAINTENANCE

The Plaintiff, JOHN P. KITTLE, hereby agrees to pay to the Defendant, JUDITH A. KITTLE, spousal maintenance in the sum of Six Hundred (\$600.00) Dollars per month, in cash, for twenty-four (24) consecutive months following the entry of Judgment herein with the first of said payments being due within thirty (30) days following entry of Judgment herein; however, the payor's obligation hereunder shall terminate upon the payee's death, or the payee's remarriage, or the payor's death. The parties shall file separate income tax returns for ~~1984~~ ¹⁹⁸⁶.

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V. CHILD SUPPORT

1. Child support shall be reserved for a period of two (2) years following the entry of Judgment herein, however, thereafter Plaintiff shall make child support payments to the Defendant in the sum of Three Hundred Seventy-five (\$375.00) Dollars per month until KATHRYN E. KITTLE celebrates her eighteenth (18th) birthday or graduates from high school whichever date is last. Child support shall abate by fifty (50%) percent during summer vacation visitation for a period of time not to exceed four (4) weeks. The aforesaid child support provisions were agreed between the parties on the basis of the Plaintiff's after-tax income

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being One Thousand Eight Hundred Sixty (\$1,860.00) Dollars per month and the Defendant's after-tax income being Three Hundred Fifty-seven (\$357.00) Dollars per month.

2. INDEPENDENT COVENANTS: If the custodial parent should for any reason fail to comply with the visitation provisions herein set forth the non-custodial parent shall not be entitled to withhold from the custodial parent any of the amount due hereunder for child support or otherwise. Likewise, tardiness, delinquency, arrears, or non-payment of child support shall not entitle the custodial parent to deny nor unilaterally alter visitation provisions herein (or as hereafter modified by Court order). Rights of visitation and rights to allowances shall be treated as independent covenants and enforced accordingly.

3. INSURANCE, HOSPITALIZATION & MAJOR MEDICAL: Plaintiff at sole expense, shall retain or obtain and maintain in full force and effect while he has the obligation of support for the parties' minor child, basic hospitalization insurance and major medical insurance on the parties' minor child. The major medical policy shall provide coverage to the minimum extent of \$10,000.00 for any single illness and shall cover eighty (80%) per cent of the expenses over the first \$500.00; or the minimum extent of coverage which is in effect by virtue of any such policy presently in effect, whichever is greater.

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3. ORDINARY AND EXTRAORDINARY MEDICAL, ETC.,

EXPENSES OF MINOR CHILDREN: Defendant shall be responsible for all ordinary medical, dental and optical expenses of the minor children. Such ordinary expenses are defined as those not exceeding Seventy-five (\$75.00) Dollars per visit or occurrence.

The parties shall be equally responsible for all extraordinary medical, optical, dental and orthodontic expenses incurred for the minor child which are not covered by either party's insurance policy. All payments and obligations due hereunder shall terminate when the obligation of child support is terminated. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all major dental work, teeth straightening, orthodontic service, operations and services rendered as a result of accident, injury or serious illnesses requiring hospitalization or extended medical care, eye glasses, contact lenses, optical and ophthalmology services, but shall not include routine checkups, minor ailments, occasional out-patient services, or drug supplies which are the Defendant's responsibility (except if required in the treatment of a serious illness of any kind, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care). Defendant shall consult Plaintiff before

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incurring said expenses. It is understood by both parties that Defendant's obligation to consult Plaintiff shall not apply in cases of grave emergency where life might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, the Circuit Court shall do so upon notice and petition, even after said expense is incurred.

Any medical, dental, optical, psychiatric or related expenses resulting from treatment or services rendered to the parties' minor child which are not covered or compensable by insurance as provided for in this Agreement shall be paid in equal shares by the parties.

4. CATASTROPHIC NEEDS: In the event that the minor child is in need of medical, psychiatric, psychological or any special treatment, counselling, therapy or such services whatsoever, arrangements therefore, including boarding school care, shall be made in a manner satisfactory to both parties, and each party shall make available to the other all records, reports and findings pertaining to the evaluation, diagnosis and prognosis of the child's mental and physical condition from time to time and as often as is reasonably requested by the other party. The parties agree that they will consider seriously the recommendations

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of a licensed, competent medical doctor, psychiatrist, or other recognized specialist or professional in arranging for the help, treatment and therapy of the minor child. If the parties cannot agree with respect to the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition. All expenses incidental to the minor child's medical or mental needs relative to this paragraph and not paid for by either party's insurance coverage shall be borne by both parties with due regard to their income, assets and financial circumstances at the time. In the absence of agreement, a Court of competent jurisdiction shall determine each party's specific liability.

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VI. EDUCATION

The parties acknowledge that their oldest daughter, KRISTINE L. KITTLE, is attending Harper Junior College at the cost of Four Hundred Forty-two (\$442.00) Dollars per semester or a total annual cost including books of approximately One Thousand (\$1,000.00) Dollars per year and KRISTINE has been able to bear these expenses herself. The parties each acknowledge receipt of a copy of Section 513 of the Illinois Marriage and Dissolution of Marriage Act and agreed to be bound by the provisions of same relative to both of their daughter's education beyond high school.

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VII. REAL ESTATE

The Defendant shall have exclusive possession of the marital residence commonly known as 534 Laurette Court, Schaumburg, Illinois, and legally described as follows:

Lot Five Hundred Eight (508) in Lancer Subdivision-Unit No. 5 being a Subdivision of part of the Northwest Quarter (1/4) of Section 26, Township 41 North, Range 10 East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 30, 1968, as Document Number 2407882.

until April 1, 1989, by which time said premises shall already have been listed for sale at a price and upon terms which are mutually agreeable to the parties. In the absence of agreement a Court of competent jurisdiction may decide the aforesaid. Upon the sale of the marital residence after deducting therefrom all costs of sale, the parties shall divide the net sales proceeds remaining equally between them. In the event either party wishes to purchase the other party's interest in the aforesaid premises, normal sales costs shall not be computed in determining the net price which the purchaser pays the seller but rather the mortgage balance outstanding on ~~the sale date~~ ^{the sale date} shall be subtracted from the value of the home (said value having

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been agreed upon by the parties or in the absence of agreement a court of competent jurisdiction shall determine same) and fifty (50%) percent of the difference between the afore-said mortgage balance and the value of the home shall be the price paid from one party to the other in the event of an arms-length transaction between the parties.

Concurrently with the entry of Judgment herein, the parties shall execute a Quit Claim Deed conveying ownership of the premises from each of them as joint tenants to each of them as tenants in common.

Concurrently with the entry of Judgment herein, the Defendant shall be responsible for the payment of all payments due on the mortgage as well as those due for the real estate taxes, homeowner's insurance as well as any assessments which may attach to the premises.

Prior to April 1, 1989, in the event any capital repairs are necessary for the premises (and in the event the parties cannot agree upon such repairs as being necessary then a court of competent jurisdiction shall do so upon proper notice and petition) the parties agree to divide the cost of said capital repairs ~~equally~~ ~~on~~ ~~an~~ ~~even~~ ~~basis~~ ~~as~~ ~~follows:~~ ~~JK~~ ~~JK~~

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WIFE PAYS THE FIRST \$200 OF EACH SUCH REPAIR AND THE PARTIES DIVIDE THE BALANCE EQUALLY. PAINTING AND REMODELING ARE NOT CAPITAL REPAIRS. dk

~~ever, capital repairs for which the non-resident Plaintiff is responsible shall not include any repairs whatsoever less than Five Hundred (\$500.00) Dollars nor shall they include repairing or remodeling unless Plaintiff specifically agrees to assume such burden. *~~

dk dk

VIII. MOTOR VEHICLES

Defendant shall receive the 1984 Chevrolet hatchback automobile and maintain insurance on same; Plaintiff shall receive the 1984 Chevrolet Cavalier. Each party hereby waives all right, title and interest in the motor vehicle(s) awarded to the other. Each party hereby agrees to hold the other harmless from all liability incurred prior to effecting any appropriate transfer of title and/or registration in reference to the aforesaid disposition of said motor vehicle(s), as well as afterwards. Each party shall be responsible for their own automobile insurance commencing with the date on which all current prepaid automobile insurance expires. Neither party shall cancel, alter, modify or amend any prepaid automobile insurance without the prior written consent of the other party.

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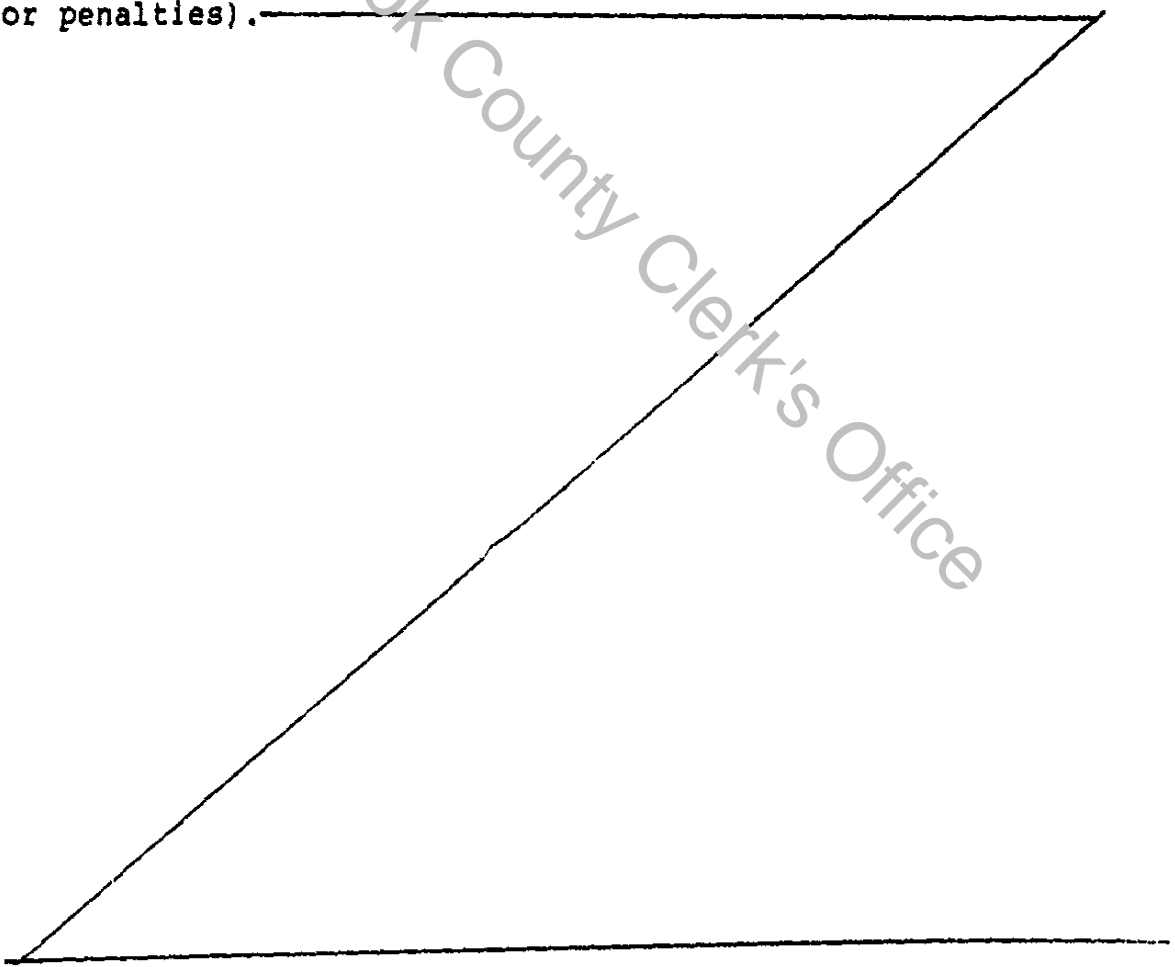
*See page 16(a) for continuation of ARTICLE VII REAL ESTATE.

dk dk

Continuation of ARTICLE VII. REAL ESTATE

In the event the Defendant has any individual take up residence in the marital residence, such residency shall immediately entitle Plaintiff to payment of his equity in the marital residence and in this situation Plaintiff's equity shall be a sum of money equal to fifty (50%) percent of the difference between the agreed upon (or adjudicated) value of said residence and the mortgage balance outstanding on the date said residency commenced (minus any amounts by which said mortgage balance may have been increased by late payments which may have been capitalized, late charges or penalties).

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IX. FURNITURE AND ALL OTHER PERSONAL PROPERTY

All of the household furniture, furnishings, fixtures and effects shall be the sole and exclusive property of the Defendant with the exception of those items listed on Exhibit "B" attached hereto, incorporated herein and by this reference made a part hereof which shall be the sole and exclusive property of the Plaintiff which he shall remove from the premises prior to the entry of Judgment herein and he himself shall vacate the premises within the same period of time.

X. JUDGMENTS

Each party represents and warrants that there are no liens or judgments filed or about to be filed against either of them personally; and that if any such lien or judgment should be filed, entered or recorded against either party personally, that party shall pay or satisfy said lien or judgment and have same released prior to the entry of the Judgment for Dissolution of Marriage.

XI. PENDING OR POSSIBLE LITIGATION

Each party represents that they are not now a party to any pending litigation; and further, that neither is contemplating being a party in any litigation.

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XII. DEBTS

The balances outstanding to Sears and Penneys shall be paid by both of the parties equally and said payments shall be immediately made from the parties' joint checking account. Each party acknowledges that there are no other debts outstanding for which either party expects contribution from the other party, but rather, each party expects to pay and be responsible for any debts which are or become outstanding as a result of any charges or liability created by either of the parties respectively subsequent to July 25, 1985. Each party shall indemnify and hold the other party harmless for any expenses, damages or other detriments which either party may incur by the other party's violation of this ARTICLE of this Agreement, including reasonable Court costs and attorneys' fees.

XIII MAINTENANCE

Subject to the provisions of ARTICLE IV, each party hereby waives maintenance. Each party hereby represents that each understands that by waiving maintenance they are each respectively forever precluded from receiving any support from the other party of any kind whatsoever, from any Court anywhere, at any time, for any reason whatsoever.

X IV INCOME TAXES

1. FILING: The parties shall file separate State and Federal Income Tax returns for the year ~~1984~~¹⁹⁸⁶ and thereafter. *THE PARTIES SHALL FILE JOINTLY FOR 1985 AND HUSBAND SHALL PAY ANY TAX DUE WITHOUT CONTRIBUTION FROM WIFE AND HUSBAND SHALL RECEIVE ANY REFUND WITHOUT MAKING REIMBURSEMENT TO WIFE*

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2. DEPENDENT EXEMPTIONS: Plaintiff shall claim the parties' minor daughter as dependent exemptions for any years in which he pays child support for her pursuant to the provisions hereof or as subsequently ordered by any Court of competent jurisdiction.

3. AMENDED RETURNS: Each party shall join with the other in filing any amendments to joint federal and Illinois state income tax returns previously filed or to be filed by them. These amended returns shall be prepared and filed by the party requesting the amendment and he or she shall attest to their accuracy.

4. TAX LIABILITY: Any taxes that may be claimed as due and owing in connection with the filing of any joint federal and Illinois state income tax return or amended returns shall be paid by the parties in proportion to the income they contributed to the tax return for that year.

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5. TAX NOTICES: Each party shall inform the other within fourteen (14) days after he or she has received a notice of any deficiency assessments, penalties or refunds with respect to any income tax returns previously filed or to be filed by the parties by sending the other party a copy of such notice.

6. TAX REFUNDS: In the event that any refund be allocated to either of the parties jointly in connection with any income taxes paid for any calendar year or years for which the parties filed joint returns, same shall be divided between the parties in proportion to the income they contributed to the tax return in question. The parties shall cooperate in securing payment rather than accepting a credit for such a refund and will obtain and immediately divide proportionately to their income any tax refund check that may come into the possession of either of them, irrespective of to whom the tax refund check is delivered.

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XV. PENSION

Defendant waives all right, title or interest which she may have in and to the Plaintiff's pension.

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XVI. ATTORNEYS' FEES

1. Plaintiff shall pay to PISTORIO & LUNDQUIST, LTD., the sum of ~~FOUR HUNDRED~~ _____ (\$400,000) Dollars ^{plus all court costs} upon the entry of Judgment for Dissolution of Marriage, as and for the balance of the attorneys' fees incurred by said party incident to the aforesaid case which is pending.

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Property of Cook County Clerk's Office

2. Plaintiff shall contribute the sum of Three Hundred Fifty (\$350.00) Dollars to BRUCE R. ENTMAN in full discharge of any obligation for the payment of the Defendant's attorneys' fees and Court costs.

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XVII. DISCLOSURE OF ASSETS AND INCOME

Each party represents that each has made a full and complete disclosure to the other of all assets, income, liabilities and financial data whether actual, expected, or undistributed; and each party represents that he or she has no hidden or undisclosed assets or income or expects any assets or income within the next 12 month period of any significant variance or difference with what has been disclosed and represented herein.

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JK

XVIII. LIFE INSURANCE

Until the parties' youngest child reaches majority, or graduates from college, whichever happens last, Plaintiff hereby agrees to immediately designate the parties' children in equal shares as irrevocable beneficiaries of the policies of insurance, presently in effect on his own life, in place of maintaining Defendant as sole beneficiary of same. The aforesaid policies are: American General Life Insurance Company, policy No. B 614,201, face value \$10,000; The Travelers Insurance Group Life, policy No. G 541888, face value \$6,000; Metropolitan Life Insurance, policy No. 822-801-532-PR, face value \$25,000; Metropolitan Life Insurance, policy No. 617 101 888 A, face value \$5,000. Plaintiff agrees to furnish proof to the Defendant that the aforesaid change of beneficiaries has been accomplished within thirty (30) days of the date of this Agreement. Plaintiff agrees not to pledge, borrow against, diminish or encumber in any way the terms or value of said policies; and Plaintiff does further represent that he has not done so since this litigation was commenced or during one year prior thereto. Plaintiff agrees to pay the premiums on said life insurance when same are due. Plaintiff further agrees to direct the duplicate premium notices and receipts be sent to the Defendant. Plaintiff further agrees to make no further loans against said policies other than what has already been made

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and exist against said policies. Plaintiff further agrees to do all other acts and execute all documents needed to keep those policies in full force and effect and to accomplish all matters set forth above. If Plaintiff fails for any reason to maintain any of the insurance required or any of his obligations under this provision, there shall be a valid and provable lien against his estate in favor of the herein specified beneficiary or beneficiaries to the extent of the difference between the amount of insurance required and the actual amount of death benefit insurance proceeds received by the beneficiary or beneficiaries herein specified.

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XIX. GENERAL PROVISIONS

1. EXECUTION OF DOCUMENTS: Each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided and thereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the

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several properties of said parties in the manner herein agreed, including all tax returns and related documents as required by law, and provided if either party hereto for any reason shall fail or refuse to execute any such documents, then this Ageement 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 relinquishing and waiver of all rights hereinabove designated to be relinquished and waived.

2. PROPERTY TO BE CONVEYED: Unless agreed otherwise, all transfers and conveyances shall be on or before three (3) days from the Judgment for Dissolution of Marriage. Upon the failure of either party hereto to convey real property as agreed, then a Judge of the Land Title Section of the Circuit Court is hereby authorized and directed to execute and deliver such deed(s). In the event no legal description is set forth in the Judgment, or if one is set forth and it is not accurate, the Associate Judge shall execute said deed(s) containing the legal description set forth in the moving party's verified petition. That said verified petition shall also set that the intended grantor has failed to execute and deliver the deed(s) as agreed and upon a search of the records the same has not been placed of record.

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3. MUTUAL RELEASE AND WAIVER OF ESTATE CLAIM:

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 quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest and all other rights, title, claims, interest and estate as husband or wife, widow or widower, or otherwise by reason of the marital relations existing between said 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, of his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete bar to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds,

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releases or other instruments to effect or evidence 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 provisions of this Agreement, or the right of either party under this Agreement.

4. PRE-JUDGMENT MODIFICATION: In the event any Court, alters, 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 Plaintiff and Defendant shall have an opportunity to consider said alteration, change or modification made by said Court and, if necessary, renegotiate all or part of this Agreement. In any event, if any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then the entire Agreement shall become voidable at the option of Plaintiff or Defendant.

5. POST-JUDGMENT NON-MODIFIABILITY: The parties hereto agree that the contents of this Agreement and all the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against

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entirely independent of the forum and political jurisdiction
strued in accordance with the Laws of the State of Illinois,
7. CHOICE OF LAW: This Agreement shall be con-

ties hereto.
administrators, assigns, devisees and grantees of the par-
upon and inure to the benefit of the heirs, executors,
and terms of this Agreement, which agreement shall be binding
of Marriage shall retain the right to enforce the provisions
tive or of any validity unless a judgment for dissolution
and effect, but in no event shall this Agreement be effec-
lution of Marriage this Agreement shall become in full force
by reference, and upon entry of said judgment for disso-
judgment for Dissolution of Marriage, either directly or
all of its provisions shall be incorporated into any such
case presently pending between them, this Agreement and
any time hereafter obtain a dissolution of marriage in the
6. INCORPORATION: In the event the parties at

the Illinois Marriage and Dissolution of Marriage Act,
or modify the terms thereof pursuant to Section 502(f) of
forth be subject to the power of any Court to alter, amend
various provisions are interdependent and shall not hence-
the other, and that the contents of this Agreement and its

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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 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. Plaintiff filed an action for dissolution of marriage in Illinois and Defendant filed her 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 Law of Illinois.

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

John P. Kittle
JOHN P. KITTLE-Plaintiff

Judith A. Kittle
JUDITH A. KITTLE-Defendant

JK JK

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EXHIBIT B
TO KITTLE SEPARATION
AGREEMENT DATED
NOVEMBER 12, 1985.

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LIST OF PROPERTY TO HUSBAND Page 1 of 1 page.

- 12" Black + white TV.
- All Tools in Garage + Work Bench + Cabinet in garage
- Cassette + 8 track tapes
- step stool in utility room
- Card table + chairs
- Chair in bedroom
- Bed Frame in garage
- Extension Ladder
- Toro Snow Thrower
- Electric Edger
- Spreader
- Dresser in garage
- Recliner chair in Rec. Room
- Movie camera + projector
- Window Fan
- All my Personal Belongings
- Stereo Head Phones

deleted → ~~Other personal belongings of J. J.~~

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JJ

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Exhibit "A" to Little Separation Agreement, dated
November 12, 1985, Page 1 of 20 pages.

VISITATION

The non-custodial parent shall have reasonable and liberal visitation, including but not limited to the following:

REGULAR: Alternating weekends from Friday night at _____ *p.m. to Sunday night at _____ *p.m. commencing with the first weekend following the date hereof. *as agreed. *JK JK*

HOLIDAYS: A. Every Christmas Eve to Mother; and every Christmas Day to Father from _____ * a.m. until _____ *p.m. *as agreed. *JK JK*

B. New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following Thanksgiving shall be alternated between the parties, commencing with the first of said holidays following the date of this Agreement to the non-custodial parent.

PARENTS' DAYS: On the Mother's birthday and on every Mother's Day to the Mother; and on the father's birthday and on every Father's Day to the Father.

BIRTHDAYS: On odd-numbered years, the child's exact birthday to the Father; on even-numbered years, the day before or the day after the child's birthday to the Father, the choice at his election.

VACATIONS: A. Summer: Four week(s) of each summer vacation to the Father, at his election, (in two increments upon notice to the Mother).

B. Christmas: One-half to Father, subject to Christmas Eve and Christmas Day as above, at his election.

C. Spring/Easter: Odd-numbered years to Mother, even-numbered years to Father.

Either the Mother or the Father may remove the minor child from the State of Illinois for short trips or vacation periods, provided the other party is notified of the trip two weeks ahead of time, the mode of transportation, times of departure and return, flight or train numbers, and the name, address and phone numbers of the party or place where visiting. The party not on the trip with the children will not contact the children except in cases of emergency; however, the children shall not be discouraged from contacting the party not on the trip as often as they wish.

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SUPER-
CEDURES: The paragraph "Birthdays" supercedes the paragraph "Holidays"; and the paragraphs "Holidays", "Parents' Days", and "Birthdays" supercede the paragraph "Regular".

ADDRESSES: Each party shall keep the other informed of their address and telephone number at their places of residence and employment; and each shall notify the other in writing within twenty-four (24) hours after changing the foregoing.

MODIFI-
CATION: The parties may vary or modify all or any of the visitation provisions set forth herein by mutual agreement. Any deviation from the foregoing visitation provisions, even by mutual agreement, shall not persist beyond the initial deviation unless reduced to writing and acknowledged by the parties.

CLOTHING: The custodial parent shall provide the children with sufficient clothing and personal effects as are required for their needs and comforts during each period of visitation.

NOTICES: All notices sent to either party by the other shall be deemed to be received by the addressee on the date each notice is postmarked or mailed, proper postage prepaid to the addressee's last known address.

RECORDS: All school calenders, attendance records, report cards, absence, truancy, disciplinary, special education, or social reports, letters, notices and information of every kind whatsoever shall be delivered to the non-custodial parent within five (5) days after same are received. The non-custodial parent shall have open and complete access to all school, medical and dental notices, reports, and records, and the custodial parent shall notify all such appropriate authorities to make same available to the non-custodial parent immediately upon non-custodial parent's request.

EMERGENCIES: Each parent shall immediately advise the other parent of any serious illness or injury suffered by the children as soon as possible after learning of same. The custodial parent shall direct all doctors involved in the care and treatment of the children to give all information regarding any illness or injury to the parent requesting same.

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WHEREFORE, ON MOTION OF PLAINTIFF'S COUNSEL, IT IS HEREBY ORDERED AND ADJUDGED as follows:

A. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, JOHN P. KITTLE, and the Defendant, JUDITH A. KITTLE, are hereby dissolved.

B. The Defendant is awarded the custody of the minor child of the parties, subject to the visitation rights of the Plaintiff as set forth in the Settlement Agreement dated November 12, 1985.

C. The Settlement Agreement between the Plaintiff and Defendant, dated November 12, 1985, 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 verbatim; each of the parties hereto shall perform under the terms of said Agreement.

D. Each of the parties hereby will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

JK JK

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E. 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, of whatsoever kind and wheresoever situated, including, but not limited by homestead, succession and 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.

F. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including the terms of the Settlement Agreement made in writing between the parties hereto, dated November 12TH, 1985, as hereinabove set forth. There is no just reason to delay enforcement of or appeal from this Judgment.

DATED: 11-12-, 1985.

ENTER:


JUDGE LEWIS V. MORGAN

PISTORIO & LUNDQUIST, LTD.
Attorneys at Law
601 E. Irving Park Road
Roselle, Illinois 60172
(312) 529-6600
Atty. No. 66450

JK JK

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JOHN W. COCKRELL, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 61894-0707

©



BY _____
DEPUTY CLERK
[Signature]
JOHN W. COCKRELL, Clerk of the Eighteenth Judicial Circuit Court,
DuPage County, Illinois

[Signature]

Date: NOVEMBER 13, 1985

DONE at the City of Wheaton, Illinois
IN WITNESS WHEREOF, I have hereunto set my hand and caused to be
affixed the seal of the 18th Judicial Circuit Court, DuPage County, Illinois

I, JOHN W. COCKRELL, do hereby certify that I am the duly elected and acting Clerk of the Eighteenth
Judicial Circuit Court, DuPage County, Illinois; being a Court of Record in the State of Illinois and hav-
ing a Seal; that the foregoing is a true, perfect and correct copy of a Judgment of Dissolution of Marriage
made and entered of record in said Court on NOVEMBER 12, 1985

Respondent: JUDITH A KITTLE
and
Petitioner: JOHN P. KITTLE

In Re: The Marriage Of

JUDGMENT OF
DISSOLUTION OF MARRIAGE

Case No. 85 D 1939

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN THE NAME OF THE PEOPLE OF THE STATE OF ILLINOIS

81-184(7)

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EIGHTEENTH JUDICIAL
CIRCUIT COURT
DU PAGE COUNTY, ILLINOIS

Verified Copy
of
Resolution of
Marriage

John W. Cockrell
Circuit Court Clerk
Wheaton, Illinois 60187

BRUCE R. ENTMAN
117 S. MINAUXE
FOURTH FLOOR, SUITE 12
CHICAGO, ILLINOIS 60608

IDENTIFIED NO.	APR 17 9 31 AM '88
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