

UNOFFICIAL COPY

Form #20

03511502

Certificate No. 1146597 Document No. 2531657-R-R-R

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1146597 Indicated affecting the
following described premises, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

3511582

Section 24 Township 42 North, Range 10 East of the
Third Principal Meridian, Cook County, Illinois.

John U. Walsh

CHICAGO, ILLINOIS April 30 19 86

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0011885

UNOFFICIAL COPY

0 3 5 1 1 5 3 2

Unit Number 123 in the Willow Creek number 7 as delineated on a survey of the following described real estate:

Lot 8 together with that part of Lot 7 described as follows:

Beginning at the South West corner of said Lot 7, thence easterly along the southerly line of Lot 7 for 200 feet, thence northwesterly 187.68 feet more or less to a point in the westerly line of Lot 7 that is 30 feet northeasterly of the south west corner of Lot 7 as measured along said westerly line of Lot 7, thence southwesterly along the south west line of Lot 7 for 30 feet to the point of beginning in Willow Creek Apartment addition, being a resubdivision of part of Willow Creek a subdivision of part of Section 24, Township 42 North, Range 10 East of the third principal meridian, (except that part thereof lying within the ingress and egress easement as shown on plat of Willow Creek Apartment Addition) east of the third principal meridian, in Cook County, Illinois which survey is attached as Exhibit "C" to Declaration of Condominium registered with the Registrar of Titles filed as Document Number LR3238055, together with its undivided percentage interest in the common elements. Commonly known as 950 E. Wilmette, #123, Palatine, Illinois 60067
Permanent Index No. 02-24-105-021-1022

3511582

UNOFFICIAL COPY

SEARCHED INDEXED SERIALIZED FILED

APR 19 1968

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR

FROM: SAC, CHICAGO

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

0011985

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

3511582

WAIVER OF RIGHTS AGREEMENT

THIS AGREEMENT made and entered into this 30th day of March, 1986, by and between RICHARD M. BOSSERT ("R. BOSSERT") and KATHLEEN M. BOSSERT ("K. Bossert");

WHEREAS, the marriage between the above parties was legally dissolved pursuant to a Judgment for Divorce entered in the Circuit Court of Cook County, Illinois, on July 6, 1984 and said Judgment for Divorce contained as a part thereof a certain Agreement, dated June 30, 1984, which contained in Article VIII thereof a settlement of property rights between the parties regarding certain property commonly known as 950 E. Wilmette, Palatine, Illinois, the legal description of which is attached hereto as Exhibit A.

WHEREAS, the property settlement regarding the above real estate provided, in pertinent part, that the property was to be sold with the sum of Two Thousand Dollars to be paid to R. Bossert and with the balance of the proceeds to be paid to K. Bossert.

WHEREAS, notwithstanding the provisions of the property settlement agreement as contained in the Judgment for Divorce, the parties have dealt with the property differently, namely, K. Bossert has purchased all of R. Bossert's interest in said real estate for the sum of Two Thousand Dollars as evidenced by a Quit Claim Deed dated August 14, 1985.

NOW THEREFORE, the parties for valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

3511582

UNOFFICIAL COPY

03211283

STATEMENT OF RIGHTS AGREEMENT

THIS AGREEMENT was entered into this 14th day of August, 1985, by and between RICHARD M. ROSSER ("R. ROSSER") and ROSEMARY M. ROSSER ("M. ROSSER");

WHEREAS, the marriage between the above parties was legally dissolved pursuant to a Judgment for Divorce entered in the Circuit Court of Cook County, Illinois, on July 9, 1984 and said Judgment for Divorce contained as a part thereof a certain agreement, dated June 30, 1984, which contained in Article VII

thereof a settlement of property rights between the parties regarding certain property commonly known as 850 E. Wilmette, Wilmette, Illinois, the legal description of which is attached hereto as Exhibit A.

WHEREAS, the property settlement regarding the above real estate provided, in pertinent part, that the property was to be sold with the sum of two thousand dollars to be paid to R. ROSSER and with the balance of the proceeds to be paid to M. ROSSER.

WHEREAS, notwithstanding the provisions of the property settlement agreement as contained in the Judgment for Divorce, the parties have dealt with the property differently, namely, R. ROSSER has purchased all of M. ROSSER's interest in said real estate for the sum of two thousand dollars as evidenced by a Quit

claim deed dated August 14, 1985.

NOW THEREFORE, the parties for valuable consideration the receipt and satisfaction of which is hereby acknowledged, agree

as follows:

03211283

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

1. The recitals are hereby incorporated by reference.
2. R. Bossert hereby waives any and all rights to the above property as set forth in the Judgment or otherwise.
3. The parties are executing this Agreement in lieu of obtaining a modification of the Judgment for Divorce and in order to induce the Cook County Registrar of Titles to permit the transfer of title to this property to K. Bossert, solely.

IN WITNESS WHEREOF, the parties have signed this document on the date first above written.


Richard M. Bossert

SUBSCRIBED and SWORN to
before me this 30th day
of March, 1986.


Notary Public


Kathleen M. Bossert

SUBSCRIBED and SWORN to
before me this 30th day
of March, 1986.


Notary Public

3511582

UNOFFICIAL COPY

1. The parties are hereby incorporated by reference.

2. The parties hereby waive any and all rights to the

above property as set forth in the judgment or otherwise.

3. The parties are executing this agreement in lieu of

obtaining a reallocation of the judgment for divorce and in order

to meet the reallocation of the judgment or to permit the

transfer of title to this property to K. HOSKIN, solely

IN WITNESS WHEREOF, the parties have signed this

document on the date first above written.

[Signature]
Richard M. Hoskin

TESTED AND SWORN to before me this 1st day of [Month] 1987

[Signature]
Notary Public

[Signature]
Richard M. Hoskin

TESTED AND SWORN to before me this 1st day of [Month] 1987

[Signature]
Notary Public

00118885

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

Lot 8 together with that part of Lot 7 described as follows:

Beginning at the South West corner of said Lot 7, thence easterly along the southerly line of Lot 7 for 200 feet, thence northwesterly 187.68 feet more or less to a point in the westerly line of Lot 7 that is 30 feet northwesterly of the south west corner of Lot 7 as measured along said westerly line of Lot 7, thence southwesterly along the south west line of Lot 7 for 30 feet to the point of beginning in Willow Creek apartment addition, being a resubdivision of part of Willow Creek a subdivision of part of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, (except that part thereof lying within the ingress and egress easement as shown on plat of Willow Creek Apartment Addition) east of the third principal meridian, in Cook County, Illinois which survey is attached as Exhibit "C" to Declaration of Condominium registered with the Registrar of Titles filed as Document Number LR3238055, together with its undivided percentage interest in the common elements. Commonly known as 950 E. Wilmette, #123, Palatine, Illinois 60067

Permanent Index No. 02-24-105-021-1022

3511582

EXHIBIT A

UNOFFICIAL COPY

PLACITA JUDGMENT

0 3 5 1 1 5 8 2

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

LOUIS J. HYDE

PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on ...-JULY 6th
in the year of our Lord, one thousand nine hundred and ...-84 and of the Independence
of the United States of America, the two hundredth and ...-NINTH

PRESENT: - The Honorable **LOUIS J. HYDE**
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Wang, B. B. B. act...
refers report

Property of Cook County Clerk's Office

3511582

UNOFFICIAL COPY

OFFICE OF THE CLERK OF COOK COUNTY
JANUARY 19, 1900

LOUIS J. HYDE

LOUIS J. HYDE, Clerk of Cook County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 19th day of January, 1900.

LOUIS J. HYDE, Clerk of Cook County.

LOUIS J. HYDE

Property of Cook County Clerk's Office

10000000

ENTERED
CLERK OF THE CIRCUIT COURT
JUL 6 - 1984
LAWRENCE R. FINLEY
CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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

IN RE: THE MARRIAGE OF)

KATHLEEN M. BOSSERT,)
Petitioner,)

and,)

RICHARD M. BOSSERT,)
Respondent.)

NO. 84013007

JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing, and having been resolved by agreement, the petitioner having appeared by her attorney, UWE BRASCH, and the respondent having appeared pro se, the Court having heard the evidence, a Certificate of which is filed herein, FINDS:

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

2. The petitioner 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 these findings;

3. The parties were married May 8, 1982 and said marriage was registered at Arlington Heights, Illinois;

4. As a result of the marriage no children were born to the parties, no children were adopted by the parties, and the petitioner is not now pregnant;

84186 872

RB KB

AGREEMENT ATTACHED

3511582

UNOFFICIAL COPY

STATE OF ILLINOIS

1982

COUNTY OF COOK

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

IN RE: THE MARRIAGE OF

and

DECREE OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing, and having been

tried by the court, the petitioner having appeared by her

attorney, THE HANCOCK, and the respondent having appeared by her

attorney, THE HANCOCK, and the court having heard the evidence, a certificate of which is

filed herein, finds:

1. This Court has jurisdiction of the parties herein and

the subject matter herein;

2. The petitioner was domiciled in the State of Illinois at

the time the petition for dissolution of marriage was commenced

and is maintained a domicile in the State of Illinois for ninety

(90) days next preceding the making of these findings;

3. The parties were married May 8, 1963 and said marriage

was registered at Arlington Heights, Illinois;

4. As a result of the marriage no children were born to the

parties, no children were adopted by the parties, and the

petitioner is not now pregnant;

Property of Cook County Clerk's Office

3211283

6188 272

FILED
MAY 15 1982
CLERK OF COOK COUNTY

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

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

6. The petitioner is employed as a commercial sales assistant;

7. The respondent is employed as an automotive trim installer;

8. The petitioner has proved the marital allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein;

9. The parties hereto have entered in a Written Separation Agreement concerning the questions of the maintenance of the petitioner, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto and should receive the approval of this Court to be made a part of this Judgment and it is in words and figures as follows:

03511582

PS KP

84186 873

UNOFFICIAL COPY

Without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty toward the petitioner.

The petitioner is employed as a commercial sales assistant.

The respondent is employed as an automotive trim installer.

The petitioner has proved the marital relations of the parties are irretrievably broken by substantial, competent and relevant evidence, and that a judgment of dissolution of marriage should be entered.

The parties have entered into a written separation agreement concerning the custody of the children of the parties, the respective rights of each party in and to the property owned or in which either of them has an ownership interest, and the division of all marital and non-marital property and other matters which agreement has been presented to the court for its consideration. Said agreement was entered into freely and voluntarily between the parties and that the respondent receives the approval of the court to be made a part of this judgment and is in words and figures as follows:

3211288

8-11-68 873

UNOFFICIAL COPY

0 3 5 1 1 5 0 2

MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made June 30 1984,
_____, 1984, at Chicago, Illinois, by and between
KATHLEEN M. BOSSERT, (hereinafter referred to as "wife"),
residing in Palatine, Illinois, and RICHARD M. BOSSERT,
(hereinafter referred to as "husband"), residing in Palatine,
Illinois.

A. The parties were lawfully married at Arlington Heights,
Illinois on May 8, 1952.

B. Irreconcilable difficulties and differences have arisen
between the parties, as a result of which they now live separate
and apart from each other.

C. No children were born to or adopted by the parties as a
result of the marriage and wife is not now pregnant.

D. Wife has filed, against husband an action for
Dissolution of Marriage in the Circuit Court of Cook County,
Illinois, County Department, Domestic Relations Division, under
docket number 84186. The case is entitled, In re
the Marriage of KATHLEEN M. BOSSERT, Petitioner, and RICHARD M.
BOSSERT, Respondent, 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

UNOFFICIAL COPY

MARITAL PROPERTY SETTLEMENT AGREEMENT

This Agreement was made on this _____ day of _____, 1983, at Chicago, Illinois, by and between

_____ (hereinafter referred to as "Wife"),
and RICHARD M. ROBERT, Illinois, (hereinafter referred to as "Husband"),
residing in Chicago, Illinois.

1. The parties were lawfully married at Arlington Heights, Illinois on May 8, 1982.

2. Irreconcilable differences and differences have arisen between the parties, as a result of which they now live separate and apart from each other.

3. No children were born to or adopted by the parties as a result of the marriage and wife is not now pregnant.

4. Wife has filed against husband an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, Family Department, Domestic Relations Division, under Court No. _____.

5. The case is entitled: _____ vs. _____ and RICHARD M. ROBERT, Plaintiff, and that case remains pending and undetermined.

6. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of

COPIES

[Handwritten signatures and initials]

UNOFFICIAL COPY

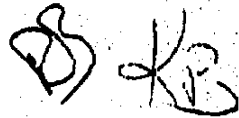
0 3 5 1 1 5 8 2

maintenance for husband and wife, the matters of medical and related needs 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 or 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.

F. Wife has employed and had the benefit of counsel of UWE BRASCH as her attorney. Husband has filed is pro se appearance. 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:

- 4 -


84186 875

3511582

UNOFFICIAL COPY

0 3 5 1 1 5 3 2

ARTICLE I

Right of Action

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

2. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by husband. Husband 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 wife.

ARTICLE II

Maintenance

Husband and wife hereby waive any right, title, interest, and claim to maintenance from the other, whether past, present or future.

ARTICLE III

Medical, Dental, Optical and Life Insurance

Husband and wife shall each be responsible for obtaining and maintaining their own individual medical, dental, optical and life insurance policies.

RB KB

UNOFFICIAL COPY

ARTICLE I

Right of Action

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

2. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by husband. Husband 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 wife.

ARTICLE II

Marital Rights

Husband and wife hereby waive any right, title, interest, and claim to maintenance from the other, whether past, present or future.

ARTICLE III

Medical, Dental, Optical and Life Insurance

Husband and wife shall each be responsible for obtaining and maintaining their own individual medical, dental, optical and life insurance policies.

08211283

84118

ARTICLE VIII

Marital Residence

1. Husband and wife are presently the owners in joint tenancy of a marital residence commonly known as 950 E. Wilmette, Palatine, Illinois. It is represented that the fair market value of said home is approximately \$ 72,000⁰⁰ ^{KB}, there being an outstanding mortgage in the amount of approximately \$ 63,000⁰⁰ ^{KB}. Said residence has been placed with a bonafide real estate broker for sale. Upon the sale of the marital residence, the sum of \$2,000.00 shall be paid to husband from the net proceeds; the balance of any and all net proceeds shall be paid to the wife.

2. Until such time as the marital residence is sold, wife shall have exclusive occupancy of the marital residence and shall be responsible for payment of all utilities relative thereto. Furthermore, until such time as the marital residence is sold, husband and wife shall both be responsible for and shall split the cost of the mortgage, taxes and insurance relative to the marital residence.

3. Other than the first mortgage obligation, husband represents and warrants that the marital residence is free and clear of any liens or encumbrances and any taxes or assessments heretofore due thereon have been paid.

3511582

UNOFFICIAL COPY

ARTICLE VIII

Marital Residence

1. Husband and wife are presently the owners in joint tenancy of a marital residence commonly known as 858 E. Wilmette, Palatine, Illinois. It is represented that the fair market value of said residence is approximately \$100,000.00, there being an outstanding mortgage in the amount of approximately \$40,000.00. Said residence has been placed with a bondable real estate broker for sale. Upon the sale of the marital residence, the sum of \$20,000.00 shall be paid to husband from the net proceeds, the balance of any net proceeds shall be paid to the wife.

2. Until such time as the marital residence is sold, wife shall have exclusive occupancy of the marital residence and shall be responsible for payment of all utilities relative thereto. Husband, until such time as the marital residence is sold, husband and wife shall both be responsible for and shall split the cost of the mortgage, taxes and insurance relative to the marital residence.

3. Other than the first mortgage obligation, husband represents and warrants that the marital residence is free and clear of any liens or encumbrances and any taxes or assessments heretofore due thereon have been paid.

9211285

84108

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

ARTICLE IV

Automobiles

1. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, husband shall assign to wife all of his right, title, and interest in and to the automobile presently in wife's possession. This automobile shall be the sole property of wife.

2. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, wife shall assign to husband all of her right, title, and interest in and to the automobile presently in husband's possession. This automobile shall be the sole property of husband.

ARTICLE V

Personal Property

All of the furniture, furnishings, works of arts and other personal property belonging to the parties, shall be divided between them by agreement. In the event the parties are not able to agree as to the division of said personal property, they shall submit this issue to a court of competent jurisdiction by proper notice and petition.

3511582

BS

KB

UNOFFICIAL COPY

ARTICLE IV

Automobiles

1. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, husband shall assign to wife all of his right, title, and interest in and to the automobile currently in wife's possession. This automobile shall be the sole property of wife.

2. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, wife shall assign to husband all of her right, title, and interest in and to the automobile currently in husband's possession. This automobile shall be the sole property of husband.

ARTICLE V

Personal Property

All of the furniture, furnishings, works of art and other personal property belonging to the parties, shall be divided between them by agreement. In the event the parties are not able to agree on the division of said personal property, they shall submit this issue to a court of competent jurisdiction by proper motion and petition.

0011005

81100 218

ARTICLE VI

Husband's Employment Benefits

Wife hereby waives any right, title and interest to any interest she may have in the husband's profit-sharing program, pension fund, Keogh pension fund, if any.

ARTICLE VII

Banking Accounts

Husband and wife shall retain as their sole respective property and possession those funds currently on deposit at banking accounts held in their individual names. They shall each release and assign to the other or his or her nominee, their interest in any bank accounts held, possessed, or controlled by each other standing in their name or the name of any of the children of the parties. Husband and wife shall execute all necessary documents to effectively release and transfer to the other or his or nominee any claim or interest held by that party in said accounts.

3511582

ARTICLE VIII

Debts and Obligations

Husband and wife shall each be solely responsible for their own debts as incurred subsequent to the entry of the Judgment for Dissolution of Marriage.

RS KS

841186 879

UNOFFICIAL COPY

ARTICLE VI

HUSBAND'S EMPLOYMENT BENEFITS

Wife hereby waives any right, title and interest to any interest she may have in the husband's profit-sharing program, pension fund, Keogh pension fund, if any.

ARTICLE VII

BANKING ACCOUNTS

Husband and wife shall retain as their sole respective property and possession those funds currently on deposit at various accounts held in their individual names. They shall each release, and assign to the other or his or her nominee, their interest in any bank accounts held, possessed, or controlled by each other standing in their name or the name of any of the children of the parties and wife shall execute all necessary documents to effectively release and transfer to the order of his or her nominee any claim or interest held by that party in said accounts.

ARTICLE VIII

DEBTS AND OBLIGATIONS

Husband and wife shall each be solely responsible for their own debts as incurred subsequent to the entry of the Judgment of Dissolution of Marriage.

Property of Cook County Clerk's Office

3211285

3211285

ARTICLE IX

Counsel fees

The husband and wife represent that they shall each be responsible for payment of their own attorneys' fees incurred by him or her during the pendency of this cause.

ARTICLE X

General Provisions

1. Execution of Documents: Except as otherwise provided, petitioner and respondent shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and 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, acknowledge and deliver 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 several properties of said petitioner and respondent in the manner herein agreed and provided. If either petitioner or respondent for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement

3511582

84186 880

UNOFFICIAL COPY

ARTICLE IX

Counsel fees

The husband and wife represent that they shall each be responsible for payment of their own attorneys' fees incurred by him or her during the pendency of this cause.

ARTICLE X

General provisions

1. Execution of Documents: Except as otherwise provided, petitioner and respondent shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to carry out the terms and conditions hereof, as hereinabove provided, and in the event any party fails to execute, acknowledge, or deliver any and all documents which may be necessary to carry out the purpose of this agreement and which are required to be filed for record in the public records of the county of Cook, Illinois, and the respondent or petitioner, as the case may be, shall be deemed to have agreed to execute, acknowledge, and deliver any and all documents which may be necessary to carry out the purpose of this agreement and which are required to be filed for record in the public records of the county of Cook, Illinois, and if it is hereby expressly intended by, constituted 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

0211285

0211285

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

the execution and delivery of any and all documents required for the transfer of real estate hereunder, the petitioner and respondent designate any judge or associate judge of the Circuit Court of Cook County, Land 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, petitioner and respondent 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 said petitioner and respondent, 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 whether in possession or in expectancy, and whether vested or contingent and petitioner and respondent further covenant and agree for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of

0311582

8-11-88

881

UNOFFICIAL COPY

the execution and delivery of any and all documents required for the transfer of real estate hereunder, the petitioner and respondent designate any judge or associate judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so designated.

11. Mutual Release: To the fullest extent permitted by law, the parties, to the extent permitted by law, and except as herein otherwise provided, petitioner and respondent hereby forever relinquish, waive and forever release and agree to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, interest, support, distribution, community interest and

all other legal title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relationship existing between said petitioner and respondent, 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 whether in possession or in expectancy, and whether vested or contingent and petitioner and respondent hereby covenant and agree for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of

02/11/2025

02/11/2025

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

enforcing any or all of the rights relinquished under this agreement; and petitioner and respondent agree that in the event any suit shall be commenced, this release, when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and petitioner and respondent further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal reprereleases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this agreement, or the rights of either party under this agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, petitioner and respondent hereby waive and relinquish all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and petitioner and respondent 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 petitioner or respondent die intestate, this agreement shall operate as a relinquishment of all right of the surviving party herefter to apply for letters of administration in any form, and the estate of such deceased

3511582
84186 882

UNOFFICIAL COPY

Accordingly, any or all of the rights relinquished under this agreement and petition and respondent agree that in the event any suit shall be commenced, this release, when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and petitioner and respondent further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives or other successors and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed to a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this agreement, or the rights of either party under laws applicable thereto.

Waiver of Estate Claims: Except as herein otherwise provided, petitioner and respondent hereby waive and relinquish all claims or not administrator or administrator-at-law of the estate of the other party, and petitioner and respondent 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 petitioner or respondent die intestate, this agreement shall operate as a relinquishment of the right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party.

COOK COUNTY CLERK'S OFFICE

803 11/10/08

UNOFFICIAL COPY

0 3 5 1 1 5 3 2

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 petitioner and respondent 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 petitioner or respondent 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 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 petitioner and respondent shall have an opportunity to consider said alteration, change or modification 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 petitioner or respondent.

5. Upon entry of judgment for dissolution of marriage in the action pending between petitioner and respondent, this agreement shall become in full force and effect; and the contents

84186 883

5511582


UNOFFICIAL COPY

to order of descent to the heirs at law of such deceased party, in the same manner as though the petitioner and respondent 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 to be construed as a waiver or release by petitioner or respondent 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 orders, 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 proceedings before such court shall be suspended so that petitioner and respondent shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, repudiate all or part of this agreement. In any event, if any court orders, 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 petitioner or respondent.

5. Upon entry of judgment for dissolution of marriage in the action pending between petitioner and respondent, this agreement shall become in full force and effect; and the contents

3211283

84100


UNOFFICIAL COPY

0 3 5 1 1 5 8 2

of this agreement shall be disclosed to the judge assigned to hear testimony and evidence in the pending action for dissolution of marriage brought by wife against husband and may be adopted and incorporated by reference, in whole or in part, by the court, as a part of its judgment. In no event, however, shall this agreement or its terms be merged into the judgment but the same shall continue to have independent legal significance without the ambit of said judgment and shall be subject to enforcement by petitioner or respondent as in the case of any other contract or agreement. Petitioner and respondent, in order to protect the right of privacy of the other, shall not publish or disclose the terms hereof without the clear necessity therefor.

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 petitioner and respondent 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 child is a resident of and domiciled in Illinois, and the petitioner and respondent are residents of and domiciled in Illinois. Wife filed an action for

841186 884
D KB

3511582

UNOFFICIAL COPY

of this agreement shall be disclosed to the judge assigned to hear testimony and evidence in the pending action for dissolution of marriage brought by wife against husband and may be adopted and incorporated by reference, in whole or in part, by the court, as a part of its judgment. In no event, however, shall this agreement or its terms be merged into the judgment but the same shall continue to have independent legal significance without the aid of said judgment and shall be subject to enforcement by petition or respondent as in the case of any other contract or agreement. Petitioner and respondent, in order to protect the right of privacy of the other, shall not publish or disclose the facts hereof without the clear necessity therefor.

This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and judicial 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 petitioner and respondent agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement was entered into and executed in Illinois, the child is a resident of and domiciled in Illinois, and the petitioner and respondent are residents of and domiciled in Illinois. Wife filed an action for

0211383

0211383

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

dissolution of marriage in Illinois and husband 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 law of Illinois.

7. All orders of court entered in the action presently pending between the parties hereto providing for payment of temporary maintenance, 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 and the party obligated to pay any of said accrued amounts 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.

IN WITNESS WHEREOF, KATHLEEN M. BOSSERT and RICHARD M. BOSSERT have hereunto set their respective hands and seals the day and year first above written.


KATHLEEN M. BOSSERT


RICHARD M. BOSSERT

UNOFFICIAL COPY

his dissolution of marriage in Illinois and husband filed his
appears and response in that action. The parties choose and
order for the sake of certainty as well as other consideration
to be bound by the law of Illinois.

All orders of court entered in the action presently
pending shall be stayed until the parties have provided for payment of
temporarily retained attorneys fees and other
expenses of all such until continue to remain in full force and
effect as and including the day preceding the effective date of
this agreement and notwithstanding anything herein otherwise
provided, any amount 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 and the party
obligated to pay any of said accrued amounts shall pay such
amount to the party or attorney entitled to receive same and
such 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.

Witness my hand and seal this 10th day of August 2010.
RICHARD M. BOSSERT and KATHLEEN M. BOSSERT
day and year first above written.

KATHLEEN M. BOSSERT

RICHARD M. BOSSERT

COOK COUNTY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 5 1 1 5 3 2

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Before me, a notary public in and for the county and state aforesaid, appeared KATHLEEN M. BOSSERT, 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.

GIVEN under my hand and notarial seal this 30 day of June, 1984.

[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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

GIVEN under my hand and notarial seal this 30 day of June, 1984.

[Signature]
NOTARY PUBLIC

3511582


841186 886
[Handwritten initials]

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

I, Notary Public, do hereby certify that the foregoing instrument was executed and delivered by the person whose name is subscribed to the same, and that the same is a true and correct copy of the original instrument as the same appears from the records of the County of Cook, Illinois.

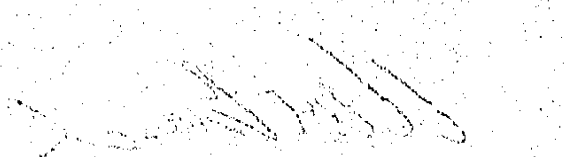
GIVEN under my hand and notarial seal this _____ day of _____, 1984.


NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK

I, Notary Public, do hereby certify that the foregoing instrument was executed and delivered by the person whose name is subscribed to the same, and that the same is a true and correct copy of the original instrument as the same appears from the records of the County of Cook, Illinois.

GIVEN under my hand and notarial seal this _____ day of _____, 1984.


NOTARY PUBLIC

0211285

0211285
0211285

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

WHEREFORE, IT IS HEREBY ORDERED, ADJUGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AS FOLLOWS:

A. The bonds of matrimony now existing between the petitioner, KATHLEEN M. BOSSERT, and the respondent, RICHARD M. BOSSERT, be and the same are hereby dissolved pursuant to statute. That said Dissolution is granted to both petitioner and respondent.

B. The Written Separation Agreement between the petitioner and respondent as herein above set forth in full, is made a part of this Judgment of Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

C. Each of the parties hereto 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.

D. 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 nature and wheresoever situated, including, but not limited by homestead, succession and

3511582

841186 887
KB

... IN THE COUNTY OF COOK, ILLINOIS, ADJUDGED AND DECREED AND THE
... BY THE COURT AND AUTHORITY THEREIN VESTED, AND THE
... TO BE IN FULL FORCE AND EFFECT, WITH ADJUDGE AS FOLLOWS:

1. The parties of matrimony now existing between the
petitioner, WARREN M. ROBERT, and the respondent, RICHARD A.
ROBERT, be and the same are hereby dissolved pursuant to
said dissolution is granted to both petitioner and
respondent.

2. The written separation agreement between the petitioner
and respondent as herein above set forth in full, is made a part
of this judgment of dissolution of marriage; and all of the
provisions of said agreement are hereby ratified, confirmed,
approved and adopted as the Order of this Court to the same
extent and with the same force and effect as if said provisions
were in this paragraph set forth verbatim as the judgment of this
Court and the parties hereto shall perform under the terms
of said agreement.

3. Each of the parties hereto will, promptly upon being 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.

4. Any right, claim, demand or interest of the parties in
and to maintenance for themselves, whether past, present or
future, and to the property of the other, whether real,
personal or mixed, of whatsoever kind and nature and whatsoever
amount, including, but not limited by homestead, succession and

9271285

Handwritten notes and signatures at the bottom left of the page.

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

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.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including the terms of the Written Separation Agreement incorporated herein.

ENTER:

[Handwritten signature]

DATED: _____

APPROVED:

[Handwritten signature]
PETITIONER

[Handwritten signature]
RESPONDENT

UWE BRASCH
Attorney for Petitioner
2 N. LaSalle St., Suite 1802
Chicago, IL 60602
312/750-9888

841186 888

3511582

UNOFFICIAL COPY

relationship, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the abovesaid Agreement, as heretofore stated and determined.

This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including the terms of the written separation agreement heretofore incorporated herein.

WITNESSETH

[Handwritten signature]

DEED

RECORDED

[Handwritten signature]

RESPONDENT

DEFENDANT

0211285

ONE BRADSHAW
Attorney for Plaintiff
111 W. Cassile St., Suite 1803
Chicago, IL 60602
312-329-9999

007 081188

UNOFFICIAL COPY

0 3 5 1 1 5 8 2

Property of Cook County Clerk's Office

STATE OF ILLINOIS,
COUNTY OF COOK ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

3511582

in a certain cause lately pending in said Court, between
KATHLEEN M. BOSSERT plaintiff/petitioner
and RICHARD M. BOSSERT defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 12th day of MARCH 19 86

Morgan M. Finley Clerk

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0211287

200 Sherman Rd
Northbrook, IL 60062
T. C. Walker

IDENTIFIED
NO.
Register of Towns Titles
HARRY BASS KURRELL
WALKER

REGISTRAR OF TITLES
MAY 1 1987
98 AM '86

3511582
3511582

11495A
D 3511582
Unit 123
#7