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(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF

MARION LAZAR,

plaintiff

v.

SEYMOUR LAZAR,

defendant

NO. 80 D 12709

RELEASE (SATISFACTION) OF JUDGMENT

SOLOMON, ROSENFELD, ELLIOTT, STIEFEL & ABRAMS, LTD., the judgment creditor (judgment creditor) (assignee of record)

having received full satisfaction (legal representative)

and payment, releases the judgment entered on November 19, 1986

against defendant SEYMOUR LAZAR for

\$ 1,059.00 and costs.

9123 SEYMOUR DR., Des Plaines, Ill. (Address of Judgment Debtor)

May 1, 1986

SOLOMON, ROSENFELD, ELLIOTT, STIEFEL

& ABRAMS, LTD.

Approved:

[Signature]

Attorney of record

Name Martin S. Agran
Attorney for Seymour Lazar
Address 205 W. Randolph
City Chicago, Ill. 60606
Telephone 236-2434
Atty No. 22877

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

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0 3 5 1 2 1 (10-84) CCDCH-6

PLACITA JUDGMENT

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
November 19,
81
in the year of our Lord, one thousand nine hundred and and of the Independence
sixth
of the United States of America, the two hundredth and

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.

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Handwritten notes:
10/25
11/9/81

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

IN RE THE MARRIAGE OF
MARION LAZAR,
Petitioner,
and
SEYMOUR LAZAR,
Respondent.

No. 80 D 12709

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come on for hearing on the Petition for Dissolution of Marriage of MARION LAZAR (the "Wife") and the response thereto of SEYMOUR LAZAR (the "Husband"), the Wife having been represented by SIDNEY L. ROSENFELD of SOLOMON, ROSENFELD, ELLIOTT, STIEFEL & ABRAMS, LTD., and the Husband not being represented by counsel and not being present in court on the day of prove-up (September 23, 1981), and the matter coming off the contested call with a bifurcated hearing having been waived in the Final Pretrial Order filed herein on June 17, 1981, and the court having heard testimony of the Wife and being fully advised in the premises: the court finds

(a) That the parties have been domiciled in the State of Illinois at the time this action was commenced, and that domicile has been maintained for ninety (90) days next preceding the making of the findings herein, and this court has jurisdiction of the parties hereto and the subject matter hereof.

Act. Sec. 71 Section of Jud.

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(b) That the parties were lawfully joined in marriage on November 1, 1959 and said marriage was registered in Chicago, Cook County, Illinois.

(c) That three children were born to the parties hereto during the course of their marriage; namely, PAMELA JOY LAZAR, born September 13, 1960, JAY STEVEN LAZAR, born September 5, 1964, and SHERRI MYRA LAZAR, born February 1, 1967.

(d) That the Wife is the fit and proper person to have the care, custody and control of the minor children of the parties and the Husband shall have reasonable and liberal rights of visitation.

(e) That the Husband has been guilty of extreme and repeated mental cruelty without cause or provocation on the part of the Wife.

(f) That the Wife is currently employed and earns EIGHT HUNDRED NINETY-THREE and 10/100 DOLLARS (\$893.10) per month after taxes and the Husband is currently employed and earns ONE THOUSAND THREE HUNDRED SIXTY-NINE and 55/100 DOLLARS (\$1,369.55) per month after taxes.

(g) That the marital property of the parties consists of the following:

1. Marital residence of the parties located at 8725 North National, Niles, Illinois, legally described as follows:

THAT PART of LOT EIGHTEEN lying North of a line drawn Sixty-Seven (67) feet South of (as measured along the East line of said Lot Eighteen (18) and parallel with the North line of said Lot Eighteen (18), (except the West 91.76 feet thereof; and excepting therefrom that part thereof falling in vacated Carol Avenue, as shown in Ordinance recorded in the Recorder's Office of Cook County, Illinois, as Document Number 17837547).

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In Chesterfield Niles Resubdivision Unit One of part of First Addition to Dempster-Waukegan Road Subdivision in the Northwest Quarter (1/4) of Section 19, Township 41 North, Range 13, East of the Third Principal Meridian, according to Plat of said Chesterfield Niles Resubdivision Unit One registered in the Office of Registrar of Titles of Cook County, Illinois, on November 15, 1960, as Document Number 1952199.

and furnishings therein.

2. Income tax refund, FIVE HUNDRED DOLLARS (\$500.00).

3. 1975 Ford LTD and 1975 Ford Granada.

(1) The value of the marital home and furnishings is SEVENTY THOUSAND DOLLARS (\$70,000.00), the value of the income tax refund is FIVE HUNDRED DOLLARS (\$500.00), and the value of each automobile is from FOUR HUNDRED DOLLARS (\$400.00) to SEVEN HUNDRED DOLLARS (\$700.00).

(i) The family residence is encumbered by two mortgages, a first mortgage issued by Talman Federal Savings & Loan Association having a balance of approximately FIFTEEN THOUSAND DOLLARS (\$15,000.00) and a second mortgage to First National Bank & Trust Company of Evanston, having a present balance of approximately FOURTEEN THOUSAND DOLLARS (\$14,000.00).

(j) During the twenty-one year duration of the marriage, the Wife has performed the services of a homemaker having kept up and maintained the family residence, raised the children of the parties, and performed all the necessary cooking, mending, chaufferring and other duties incident to being a housewife and mother.

IT IS THEREFORE ORDERED, adjudged and decreed as follows:

(a) That the bonds of matrimony existing between the Wife, MARION LAZAR, and the Husband, SEYMOUR LAZAR, are hereby dissolved.

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(b) That the question of maintenance for the Wife and the Husband is hereby reserved.

(c) That the Husband shall pay child support to the Wife in the amount of THREE HUNDRED SEVENTY DOLLARS (\$370.00) per month which shall be due and payable in two equal payments of ONE HUNDRED EIGHTY FIVE DOLLARS (\$185.00) on the first and fifteenth day of each month. The child support shall be effective as of December 1, 1981.

(d) Both the Wife and the Husband shall each be entitled to declare one of the parties' children for the dependency exemption for federal and state income tax purposes.

(e) The Husband shall be responsible for the payment of all extraordinary medical, dental and optical expenses of the minor children of the parties, except that orthodonture expense shall be borne equally by the Husband and the Wife.

(f) The Husband shall be responsible for the cost of the college education of the children of the parties to the extent of his financial ability.

(g) The parties shall have joint custody of the minor children, and the minor children of the parties shall reside with the Wife. The Husband shall have reasonable and liberal rights of visitation.

(h) There shall be apportioned to the Wife and for her share of marital property, a fifty-five percent (55%) interest in the proceeds resulting from the sale of the family residence before described after payment of reasonable and customary expenses of sale and after payment of the first mortgage to Talman Federal Savings & Loan

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Association, and the payment of the second mortgage to the First National Bank & Trust Company of Evanston. There shall also be apportioned to the Wife all of the furniture and furnishings and appliances in the marital residence except for one bed; one dresser; one desk; one toaster; the record player and FM-AM radio in the basement; the chair, hassock, and hanging lamp in the family room; the electric can-opener; the sofa; the cart in the dining room; and a portion of cookware, dishes, linens, sheets, and towels. There shall also be apportioned to the Wife the 1975 Ford Granada, and the Husband is ordered to assign and deliver the title thereto to the Wife.

(i) There shall be apportioned to the Husband as and for his share of marital property a forty-five percent (45%) interest in the sales proceeds of the family residence remaining after deduction of the normal and customary expenses of sale and after payment of the first mortgage to Talman Federal Savings & Loan Association, and the payment of the second mortgage to the First National Bank & Trust Company of Evanston. There shall be apportioned to the Husband as his marital property: one black and white TV, the 1975 Ford LTD, one bed; one dresser; one desk; one toaster; the record player and FM-AM radio in the basement; the chair, hassock, and hanging lamp in the family room; the electric can-opener; the sofa; the cart in the dining room; and a portion of cookware, dishes, linens, sheets, and towels.

(j) The Wife shall be entitled to exclusive occupancy of the family residence before described until the youngest child of the parties is emancipated, after which the home shall be sold and the proceeds divided as set forth in (h). At such time as the home shall be sold first Wife, and next

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Husband, shall have the option of paying the other the then fair value of the other party's interest in the equity of said residence, and thereupon the selling party shall convey all of his or her interest in said realty to the other party. Commencing with the first day of the Wife's acceptance of the marital home she shall be responsible for making the payments of the first mortgage to Talman Federal Savings & Loan Association and of the second mortgage to the First National Bank and Trust Company of Evanston ("second mortgage")

Although the Wife shall make the second mortgage payments, the responsibility for payment thereof shall be borne equally by the Wife and the Husband. The Wife shall contribute to each monthly payment of the second mortgage the sum of ONE HUNDRED ^{500.00} ~~00.00~~ DOLLARS ^{+ 80/100} ~~(800.00)~~ and the ^{107.50} ~~800.00~~ Husband shall contribute the balance by separate check payable to the First National Bank & Trust Company of Evanston to be delivered to Wife by the first day of each month commencing December ²⁰ ~~1~~, 1981. To the extent that the Wife's payments for the second mortgage exceed 50% of the monthly amount due and payable, that sum shall be deemed to be advanced by Wife for Husband's benefit and shall be reimbursed in full to Wife from the Husband's share of the proceeds of sale of the residence at the time the residence is sold. Wife shall further be responsible for payment of the real estate taxes upon the residence and the payment of routine maintenance and repairs. If major repairs or replacements are required, Wife shall be responsible for 55% thereof and Husband shall be responsible for 45% thereof. The Wife is hereby awarded and given judgment for possession of said marital home. The Husband is ordered to vacate said marital home (8725 N. National, Niles, Illinois) not later than November 30, 1981. Upon his failure to do so a writ of restitution shall issue and Husband shall be required to pay a monetary judgment to Wife in the amount of \$40 per day

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for every day commencing with December 1, 1981 that Husband shall remain in the residence in violation of this order. Husband shall leave the residence in broom-clean condition, and if he fails to do so Husband shall reimburse Wife for the expenses of cleaning said residence.

(k) Husband is ordered to pay to SOLOMON, ROSENFELD, ELLIOTT, STIEFEL & ABRAMS, LTD. as and for legal services rendered to the Wife the sum of ONE THOUSAND DOLLARS (\$1,000.00) plus FIFTY-NINE DOLLARS (\$59.00) previously ordered to be paid in connection with deposition expenses, for a total of ONE THOUSAND FIFTY NINE DOLLARS and no/100 (\$1,059.00). Said sum shall be payable in seven monthly installments of ONE HUNDRED THIRTY TWO and 37/100 DOLLARS (\$132.37) and one monthly installment of ONE HUNDRED THIRTY TWO and 41/100 DOLLARS (\$132.41) on the 15th day of each month commencing December 15, 1981. In the event of default in payment by the Husband, the remaining amounts unpaid hereunder shall become at once due and payable and SOLOMON, ROSENFELD, ELLIOTT, STIEFEL & ABRAMS, LTD. shall be entitled to judgment thereon upon motion duly made.

(l) Within thirty (30) days after the entry of Judgment herein Husband shall obtain a Ghet, the expense of which shall be borne by Wife.

(m) Husband shall pay the Wife as additional support for the children of the parties covering the period prior to entry of judgment in the amount of FIVE HUNDRED DOLLARS (\$500.00) which amount shall be payable in three equal monthly installments due on the first day of each month commencing December 15, 1981.

ff Blc

(n) Each of the parties, his or her heirs, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be reasonably necessary to make effective the provisions of the Agreement, including the deed, title insurance policy, home insurance policy, mortgage and data, and other documents pertaining to the residence, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

(o) Jurisdiction is retained for the purpose of enforcing this judgment.

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT MORGAN M. FINLEY	
NOV 19 1981	
JUDGE	
JUDGE	LOUIS J. HYDE
DEPUTY CLERK	

Solomon, Rosenfeld, Elliott,
Stiefel & Abrams, Ltd.
30 North LaSalle Street
Suite 2700

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STATE OF ILLINOIS,
COUNTY OF COOK } ss.

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

[Dotted lines for judgment text]

in a certain cause lately pending in said Court, between
MARION LAZAR plaintiff/petitioner
and SEYMOUR LAZAR defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 23rd
day of April, 19.86.

[Signature of Morgan M. Finley] Clerk

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