Form #20

Certificate No. 1158590 Document No. 3527326

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1158590 indicated affecting the following described premises, to-wit:

Lot One (1) in Lieberman's Resubdivision of the South Two Hundred Eight (208) feet of the West 165 feet of Lot Fifty Three (53) and the east 132 feet of the West 165 feet of Lot Fifty-Two (52) in Robertson's Third (3rd) Addition to Midlothian, being a subdivision of the East Thirteen Hundred Fifty-Three (1353) feet of the South Half (½) of the Southwest Quarter (¼) of Section 11, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 27, 1955, as Document Number 1623461

14915 Millard — Midlothian, Il
28-11-318-022

Section 11 Township 36 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois.

3527326

Gordon R. Cochrane

CHICAGO, ILLINOIS June 30 1986.

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PLACITA JUDGMENT TORRENS 3527326 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

PLEAS, before the Honorable JACK HOOGASIAN one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said Court, at the Court House in said County, and State, on October 31st, in the year of our Lord, one thousand nine hundred and 85, and of the Independence of the United States of America, the two hundredth and tenth

PRESENT: The Honorable JACK HOOGASIAN
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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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF DIANA J. POPOWSKI, Plaintiff, and JOSEPH POPOWSKI, JR., Defendant.	)	NO. 84 D 22820

3527326

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come on for hearing, the Plaintiff and Defendant having stipulated in open court that the cause be heard as a default, the Plaintiff and Defendant having appeared in open court in person and by their respective attorneys, the Court having heard the evidence adduced, and, now being duly informed, FINDS:

1. The Plaintiff is 38 years of age, is employed as an office worker by Grant Spring Service, Inc. with a gross annual income of $18,640.00, and resides at 14915 Millard, Midlothian, Illinois.

2. The Defendant is 41 years of age, is employed as a machinist by Ideal Carbine Dye, with a gross annual income of $27,690.00, and resides at 14016 Cicero, Midlothian, Illinois.

3. The Plaintiff and Defendant were married on February 4, 1967 at Midlothian, Illinois, and the parties hereto have not lived together as husband and wife since on or about April 5, 1984.

4. The Plaintiff is presently domiciled in the State of Illinois and the County of Cook and had been for ninety days preceding the making of the findings herein, thereby satisfying the jurisdictional requirements required under Illinois law.

5. The parties have lived separate and apart for a continuous period in excess of six months and irreconcilable differences have caused the irretrievable breakdown of the marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family, all as testified to before the Court by the Plaintiff.

6. As a result of this marriage, the parties have three living children, namely, MICHELLE born December 31, 1969; KIM, born June 26, 1972; and DANIEL, born April 24, 1974, and the Plaintiff is not now pregnant.

7. The Plaintiff is a fit and proper person to have the care, custody, control and education of the minor children of the parties, namely MICHELLE, KIM and DANIEL.

NOW, THEREFORE, on the Motion of GORDON A. COCHRANE, Attorney for Plaintiff, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. A Judgment of Dissolution of Marriage is hereby entered in favor of both DIANA J. POPOWSKI and JOSEPH POPOWSKI, JR., and the marriage is hereby dissolved.

B. IT IS FURTHER ORDERED that each of the parties be and is hereby bound by the following terms of an oral property settlement agreement entered into by the parties.

1. Wife shall have the care, custody, control and education of the minor children of the parties, namely, MICHELLE, KIM and DANIEL.

2. Husband shall have reasonable rights of visitation with the children.

3. Husband shall pay to Wife as and for the support of said minor children, the sum of $132.00 per week commencing on the date of entry of Judgment of Dissolution of Marriage herein. Said payments shall be made directly to Wife and not through the Clerk of the Court. In addition, each party shall maintain and pay for hospitalization and medical insurance on said children. The parties shall each be responsible for paying one-half of the medical, dental and psychological care and expenses of the children.

Husband's obligations to pay child support and provide other benefits described above and hereinafter for the aforesaid children shall terminate upon the occurrence of any of the following:

a. The death of husband;

b. The death of wife;

c. The death of child;

d. The emancipation of the child; or

e. The child attaining 18 years of age, or graduation from high school, whichever is later.

4. The parties shall contribute to the college education expenses of the children to the extent of their financial capability to so provide.

5. Husband shall maintain in force and unencumbered, the two existing insurance policies on his life. Husband shall name the children as beneficiaries of the proceeds of said life insurance policies. All of the policies, their cash values and any and all other rights and interest therein, shall belong entirely to husband, and he may deal with same as he may desire upon the occurrence of any of the events set forth in Paragraph 3 hereof which terminate child support.

6. Husband hereby waives and releases any and all claim for maintenance and support, either past, present or future, and waives any and all claims to pension rights of Wife, if any.

7. Wife hereby waives and releases any and all claim for maintenance and support, either past, present or future, and waives any and all claims to pension rights of Husband, if any.

8. Wife shall have as her own property, free of any interest in Husband the following:

a. Her clothing, jewelry, personal items and properties;

b. All furnishings, fixtures and furniture in her possession;

c. All savings and checking accounts currently in her name, except that one-half of the $8,076.19 held at Heritage Crestwood Bank shall be paid to husband;

d. Her I.R.A. with North American Life and Casualty Company; and

e. 1983 Grand Prix

Husband shall execute all documents or take any action necessary to transfer said property to Wife.

9. Husband shall have as his own property, free of any interest in Wife the following property:

a. His clothing, jewelry, personal items and properties;

b. All furnishings, fixtures and furniture in his possession;

c. All savings and checking accounts currently in his name;

d. One-half of the $8,076.19 held at Heritage Crestwood Bank in the name of wife;

e. His tools currently in wife's possession;

f. His I.R.A. with the Mutual Insurance Company of New York;

g. His pension benefits with Ideal Carbine Dye;

h. The snowmobile, boat and camera equipment; and

i. 1978 Chevrolet.

Wife shall execute all documents or take any action necessary to transfer said property to Husband.

10. Upon entry of the Judgment herein, Husband shall execute a Quit Claim Deed, conveying his interest in the property commonly known as 14915 Millard, Midlothian, Illinois, to Wife. Wife shall hold Husband harmless from any and all liability relating to said residence.

In the event Husband fails to execute said Quit Claim Deed within 14 days of the entry of the Judgment herein, a Judge of the Circuit Court of Cook County is empowered to execute same on his behalf.

11. Husband shall be responsible for paying the following debts: Visa, (in excess of $1,200.00), Sears ($303.00), Penneys ($440.00), Dr. Richard K. Baer ($570.00), Cardio-vascular consultant ($105.00), Chicago College of Osteopathic, ($146.00), Neurological Consultants Limited ($30.00), Olympia Fields Osteopathic ($73.25), Dr. Chavez ($286.00), Dr. Keni ($308.00), Dr. Morrison ($300.00), Southwest Anesthesiologist ($61.20), South Suburban Hospital ($801.80), Dr. Gleveckas ($50.00), Little Company of Mary ($241.40).

Husband shall hold Wife harmless from any claim or expense in regard to said debts and shall reimburse her for any expense whatsoever, including legal fees, caused her by his failure to pay said accounts when due.

Wife shall assist Husband in processing any claim forms through her health insurance carrier which he has prepared relative to the foregoing medical expenses.

12. Wife shall be responsible for paying the following debts: Wards ($110.00), Little Company of Mary ($105.00), Citiline ($430.71), J&S Carpenter Service ($300.00) and her car loan ($4,021.83).

Wife shall hold Husband harmless from any claim or expense in regard to said debts and shall reimburse him for any expense whatsoever, including legal fees, caused him by her failure to pay said accounts when due.

13. There are seventeen payments of $65.00 each remaining to be paid to Dr. Harold Stackler for orthodonture work for Kim. Wife shall pay the first eight, commencing November 1, 1985,

Husband shall pay the next eight, commencing July 1, 1986, and they shall each pay one-half of the last payment.

14. Husband and Wife shall hold one another harmless from any claim or expense in regard to any debts incurred by them individually, and shall reimburse the other party for any expense whatsoever, including legal fees, caused her or him by the other party's failure to pay such debts in full or when due.

15. Each party shall be responsible for paying their own attorney's fees

16. The Order of Protection entered herein on November 26, 1984, is made permanent. JOSEPH POPOWSKI, JR. shall refrain from striking, threatening, harassing or interfering with the personal liberty of DIANA J. POPOWSKI or any other family or household member.

17. In the event either party willfully or unreasonably fails to duly perform his or her obligations and undertakings hereunder, and as a result the other incurs any expense, including legal fees, to enforce the provisions and terms of this Agreement, the obligator shall indemnify the other and hold him or her harmless from such expense.

C. IT IS FURTHER ORDERED that each of the parties perform all acts required by the aforesaid oral agreement and shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto as provided in said Agreement, incorporated herein, and hereafter at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said

Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner therein agreed and provided.

D. IT IS FURTHER ORDERED that each party's right of homestead, claim or title, contingent, reversionary or otherwise, and any right of courtesy and descent, and all other rights and claims of each party in and to the property of the other party, real, personal or mixed, shall be and the same are hereby forever relinquished, released, barred and ended; and that during their respective lifetimes each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never been married to each other, and upon the death of either of them the property, real, personal or mixed, then owned by him or her shall pass by his or her Will, or under the laws of descent (as the case may be) free from any right, statutory or otherwise, inheritance, dower, title or claim of the other party, and as if the parties hereto had never been married to each other; that neither the Plaintiff nor the Defendant herein shall, at any time hereafter, sue the other of them or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or either of the rights relinquished, waived, discharged, released, barred and terminated hereunder, provided however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation on the part of the other party to comply with the provisions of this Judgment and of the terms and provisions of said Agreement, incorporated herein.

E. IT IS FURTHER ORDERED that the Court shall maintain jurisdiction over the parties and the subject matter of this cause of action, until all of the covenants and provisions contained herein have been fully performed.

DATED: _____

ENTER: _____

ENTERED
CLERK OF THE CIRCUIT COURT
DEC 31 1985
JUDGE
DEPUTY CLERK

APPROVED:

Diana J. Popowski

Diana J. Popowski

Joseph Popowski, Jr.

Gordon A. Cochrane, Attorney

Harry Teune, Attorney

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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:

in a certain cause lately pending in said Court, between

DIANA J.POPOWSKI plaintiff/petitioner

and JOSEPH POPOWSKI, Jr. defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 31st day of October 19 85

Clerk

(10-84) CCDCH-6

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REGISTRAR OF TITLES

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IDENTIFIED
No. 3527326
Registrar of Torrens Titles
HARRY BUD YOUREL
HARRIS

Gordon Cochrane
606 Chicago Plaza
Suite 330
Matteson, Il 60443

TORRENS

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JUDGE'S DEED

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WHEREAS, on the 31st day of October, 1986, in Case No. 84 D 22820 entitled DIANA J. POPOWSKI vs. JOSEPH POPOWSKI, JR., Plaintiff was granted a Judgment of Dissolution of Marriage; which said Judgment provided that JOSEPH POPOWSKI, JR. should within (14) fourteen days from the date of said Judgment execute and deliver to DIANA J. POPOWSKI a Deed conveying all of the interest in the real estate herein below described;

AND the said JOSEPH POPOWSKI, JR. having failed to execute and deliver such Deed within the time prescribed by said Judgment, or to place any such Deed of record;

AND said Judgment further providing that upon the failure of JOSEPH POPOWSKI, JR., to execute and deliver such Deed as aforesaid, that a Judge of the Circuit Court of Cook County, Illinois, should execute such conveyance on behalf of JOSEPH POPOWSKI, JR.,

NOW, THEREFORE, know all men by these presents, that I, ROBERT E. CUSACK, A Judge of the Circuit Court of Cook County, Illinois in consideration of the premises, do hereby convey unto the said DIANA POPOWSKI, of 14915 Millard in Midlothian, Illinois, heirs and assigns forever, the following described premises, to wit:

LOT ONE----------(1)

In Lieberman's Resubdivision of the South Two Hundred Eight (208) feet of the West 165 feet of Lot Fifty Three (53) and the East 132 feet of the West 165 feet of Lot Fifty-Two (52), in Robertson's Third (3rd) Addition to Midlothian, being a Subdivision of the East Thirteen Hundred Fifty-Three (1353) feet of the South Half (1/2) of the Southwest Quarter (1/4) of Section 11, Township 36

X 14915 Millard, Midlothian, Il

X PROPERTY INDEX NUMBERS

28 - 11 - 318 - 034 - 0000

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