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Law Offices of
Alan Masters, P.C.

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Adam N. Sutto, Jr.

22 October 1986

Registrar of Torrens Titles
County Building
Chicago, Illinois.

RE: The McMAHON Dissolution
of Marriage
No. 82 D 18214
82 D 18371
CONSOLIDATED

To Whom It May Concern:

Please be advised that this office represented the petitioner, Cynthia M. McMahon in a certain dissolution of marriage filed in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket No.s 82 D 18214 and 82 D 18371 CONSOLIDATED, and entitled 'IN RE: The Marriage of CYNTHIA M. McMAHON and RICHARD J. McMAHON' which was finalized in a Judgment of Dissolution of Marriage being entered by the Honorable Louis Hyde on August 1, 1984.

Be further advised that all attorneys fees and costs due this office from Petitioner and Respondent have been paid in full.

Very truly yours,
ALAN MASTERS, P.C.

Alan Masters
Alan Masters

AM/bmk

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 August 1,
84
in the year of our Lord, one thousand nine hundred and and of the Independence
ninth
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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*John M. Hyatt, both
Signer, Clerk*

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AGREEMENT ATTACHED

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

IN RE: The Marriage of -)

CYNTHIA M. McMAHON)

and)

RICHARD J. McMAHON)

No. 82 D 18214

No. 82 D 18371

CONSOLIDATED

JUDGMENT OF DISSOLUTION OF MARRIAGE

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This cause having come on to be heard off the trial calendar of this Court, upon the verified Petition for Dissolution of Marriage of the petitioner, CYNTHIA M. McMAHON and the Answer thereto of the respondent, RICHARD J. McMAHON, and the parties having reached an agreement and stipulating that this cause be heard as an uncontested matter, and

Petitioner, CYNTHIA M. McMAHON, appearing in open Court and being represented by ALAN MASTERS, of the law firm of Alan Masters P.C., her attorneys; and the respondent, RICHARD J. McMAHON appearing in open Court and being represented by ALAN SCHENCKER, of the law firm of Grant & Schencker, P.C., his attorneys; and

The Court having heard the evidence of the Petitioner in open Court, in support of the allegations contained in her Petition (a Certificate of which evidence is filed herein) and being fully advised DOES FIND:

1. That the Court has jurisdiction of the parties to

and subject matter of this cause.

2. That the allegations of the Petition are true.

3. The Court finds that the Petitioner, at the time this action was commenced, was a resident of the State of Illinois and such residency has been maintained for at least 90 days next preceding the making of this finding.

4. The Court finds that, without cause or provocation by the Petitioner, Respondent was guilty of mental cruelty.

The parties were married on the 7th day of May, 1966 at Foston, Cook County, Illinois and said Certificate is registered therein.

6. One child was born to the parties of their marriage, namely: SEAN McMAHON, born October 12, 1971 and now nearly 13 years of age; that no child or children were adopted by the parties hereto and there is no child in expectancy.

7. Both parties are gainfully employed.

8. The parties have entered into an oral agreement concerning the question of maintenance for either of them, support and education for their minor child, SEAN, and settling between them all rights growing out of the marital or any other relationship and their respective rights 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 the Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties; it is not unconscionable and thought to receive the approval of this Court. The Agreement is in words and figures, as follows:

Petitioner shall have the temporary and permanent care, custody, control and education of the minor son of the parties, namely, SEAN McMAHON, now nearly 13 years of age.

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2. Both Petitioner and Respondent will use their very best efforts to foster the respect, love and affection of the child toward each parent and they shall cooperate fully in implementing a relationship with the child that will give him the maximum feeling of security.

The parties will further cooperate fully in implementing the visitation program to accommodate the social and school commitments of the child.

3. Both parties shall keep each other informed as to their exact place of residence and the telephone number there, their place of employment and that telephone number, and if either party travels out of town for any extended period of time, that person shall notify the other of his or her destination and provide a telephone number where he or she can be reached in emergency.

4. Petitioner shall advise Respondent of any serious illness or injury suffered by their son, as soon as possible after learning of the same. Petitioner shall direct all doctors involved in the care and treatment of the child to give Respondent the information regarding the illness or injury. Respondent will do like-

any occurrence while the child is in his care.

Respondent shall have the right of liberal visitation with their minor son, SEAN, at reasonable and proper times and places.

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If Respondent is unable to visit with their minor son after visiting arrangements have been planned, because of ill-health or other commitment, Petitioner will allow make-up visitation at a time agreeable to all parties.

6. Respondent shall pay Petitioner the sum of TWO-HUNDRED and FIFTY (\$250.00) DOLLARS, twice monthly (per pay period), for a total of \$500.00 per month, as and for child support. Said payment is based on Respondent's income of \$2,472.00 net, per month.

Further, said payment shall be made direct to Petitioner and not through the Clerk of the Circuit Court.

7. Respondent will designate and name the minor child of the parties, SEAN McMAHON, as a dependent on his medical/hospitalization insurance, as provided ~~by his employer~~, and Petitioner likewise will designate the minor child as a dependent on any medical/hospitalization insurance coverage made available to her, until such time as the said minor child is no longer a minor, has completed his high school education, or has completed a 4-year college education, whichever shall last occur.

8. Respondent will be responsible for payment of extraordinary medical, dental and hospitalization costs incurred by and for the minor child, SEAN McMAHON, as covered by his medical/

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hospitalization insurance policy.

Any costs incurred by and for the said child, not covered by Respondent's insurance and not covered by Petitioner's insurance, when she has the same, will then be shared and paid by the parties, equally.

Petitioner shall be responsible for ordinary medical and dental costs incurred by and for the minor child.

9. Respondent will keep and maintain present life insurance on his life, totaling \$100,000.00 in full force and effect by paying the premiums thereon as the same shall fall due and by doing any and all other acts and things necessary or expedient to that end and Respondent will, within ten (10) days of the date of entry of this said Judgment of Dissolution of Marriage, execute and deliver to said insurance company(ies), the usual and customary documents used by them to designate and name the minor child, SEAN McMAHON, as irrevocable beneficiary of the total proceeds of said insurance, until such time as he is no longer a minor or has completed a college or university education, whichever shall last occur.

A portion of the total insurance, the sum of \$25,000.00, insurance made available to the Respondent from his present employer. In the event Respondent leaves said employment, he will have other insurance to cover the same and the remaining \$75,000.00 worth of life insurance coverage will remain in full force and effect.

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10. Both Petitioner and Respondent will pay for a trade, vocational, college or university education for their son, SEAN McMAHON, which obligation shall be predicated upon the child's scholastic aptitude and inclination to pursue an education beyond the high-school level, and commensurate with each party's financial ability to so contribute and in consideration of the resources of the child.

The decisions affecting the education of the child, including the choice of college or other institution, shall be made jointly by the parties and they shall consider the expressed preference of the child, and neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination, upon proper Notice and Petition.

The parties will pay and defray all and singular, the costs and expenses necessarily incurred incident to the provision for their child of an education, including but not limited to tuition, room and board, books, laboratory fees, activity fees, clothing, transportation expenses, student health fees and any other expense usually or ordinarily incurred in the acquisition of a trade, vocational, college or university education.

The obligation of the parties under the terms of this paragraph shall be irrespective of the fact that their son may, prior to the commencement of such education, have attained or may

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during the course thereof, attain the age of majority.

11. Respondent alone shall have the right to claim the minor son, SEAN, as his dependent for purposes of filing Federal and State income tax returns.

PROPERTY INDEX NUMBERS

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12. Both parties having agreed to waive any and all right either of them might have against the other, as to maintenance and/or support (heretofore termed 'alimony'), whether past, present or future, with the full understanding that once having waived maintenance, neither can come back to this Court or any other Court to make a claim or demand for the same, maintenance is forever barred and terminated.

13. Petitioner and Respondent are owners, as joint tenants, of a certain parcel of real estate improved with a single family residence, commonly known and described as No. 15731 East End Avenue, Dolton, Cook County, Illinois, which is marital property and which has been the marital residence of the parties. Said real estate is legally described as follows:

**Lot SIXTY-THREE (63) in GREENWOOD ESTATES, being a subdivision of part of the West One-half (W 1/2) of the North West One-quarter (NW 1/4) of Section 13, Township 36 North, Range 14 East of the Third

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Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 13, 1970 as Document Number 2487779, in COOK COUNTY, Illinois**

and, together with all improvements thereon, is hereinafter referred to as the 'Marital Residence'. Both parties have and each does by these presents represent and warrant that the Marital Residence is free and clear of any liens and encumbrances except for unbilled general real estate taxes and those matters specifically set forth in the Certificate of Title issued to the parties when they purchased the Marital Residence, excluding real estate taxes excluded from said policy. If it is hereafter determined that any other lien or encumbrance has been placed against the Marital Residence by the actions or inactions of one of the parties, then he or she shall take all appropriate steps to remove such lien or encumbrance including, but not limited to, the payment of any creditor. The parties acknowledge that there is a balance due and owing to First Calument City Savings, now known as Land of Lincoln Savings and Loan Association on the existing first mortgage, and an escrow fund held by said savings and loan association for the benefit of the parties and to pay real estate taxes and homeowners insurance policy premiums, and a policy of homeowners insurance in effect.

(a) The parties shall cooperate to sell the Marital Residence. They shall, forthwith, jointly select an appraiser to determine the fair market value of the

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Residence. The parties shall then execute a listing agreement with real estate brokers of their choice, in the usual and standard form used by said brokers.

(b) Prior to the appraisal and listing of the said Marital Residence for sale, the parties will cooperate in washing and painting the walls, both interior and exterior.

(c) Petitioner shall pay the mortgage, escrow payments, utility charges and all ordinary repairs and/or maintenance and continue in exclusive occupancy of the Marital Residence, along with the minor child, until a sale is consummated and she shall commit no damage or waste while in such occupancy. During this time, Respondent shall pay all extra-ordinary repairs and/or maintenance costs on the Marital Residence, until a sale is consummated.

(d) Thereafter, both parties will sign a warranty deed, bill of sale, affidavit of title, transfer declaration forms, ALTA statements, closing statements and any other or different documents which may reasonably be required to consummate the sale.

(e) The proceeds of sale, after pro-rating to the Buyer(s) the usual and customary items, including but not limited to real estate taxes, revenue stamps and title charges, shall be used first to pay any Seller's costs and charges attributable to the sale, including

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but not limited to an appraisal fee, broker's commission, title charges, survey bill and a reasonable attorney's fee for the closing and to pay the outstanding mortgage balance to First Calumet City Savings, now known as Land of Lincoln Savings and Loan Association.

The proceeds remaining after payment of such charges and expenses shall be then used for payments hereinafter provided for in this said Judgment of Dissolution of Marriage.

The net proceeds then remaining shall be divided between the parties equally, i.e. Petitioner shall receive Fifty (50%) Per-cent of the net proceeds and Respondent shall receive Fifty (50%) Per-cent of the net proceeds.

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14. Respondent shall have as his sole and separate property in addition to all of his personal items, clothing, effects and jewelry, his bicycle(s), personal tools and a portion of the family photographs that the parties shall share and divide to their mutual agreement and satisfaction.

Petitioner shall have as her sole and separate property in addition to all of her various personal items, clothing, effects and jewelry, all remaining items of household furniture, furnishings and fixtures, contained and located in the former Marital Residence of the parties.

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In addition, and immediately upon entry of this said Judgment of Dissolution of Marriage, Respondent will deliver to Petitioner a certain diamond cocktail ring, a gold band and a gold bracelet; the keys to the Marital Residence and the electronic garage opener, and thereafter, these shall be the sole and exclusive property of the Petitioner.

16. Petitioner will and does hereby assign, transfer and set over to Respondent, as his sole and separate property, all and singular her right, title and interest in and to a certain 1980 Volkswagan Sirocco automobile and she will, if required, execute and deliver to Respondent the Certificate of Title, properly endorsed to his legal title.

Respondent agrees that he will assume the responsibility for discharging a certain lien on the said vehicle, in favor of the LaSalle National Bank of Chicago.

17. Respondent will and does hereby assign, transfer and set over to Petitioner, as her sole and separate property, all and singular his right, title and interest in and to a certain 1977 Cadillac automobile and he will, if required, execute and deliver to Petitioner the Certificate of Title, properly endorsed to her legal title.

The parties acknowledge that there are no liens or encumbrances on this said vehicle.

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18. Respondent is employed by the Atchison, Topeka and Santa Fe Railway Company and has an employee stock-option plan and savings and investment plan.

Respondent will tender Petitioner one-half (1/2) of the shares in said plans as of the 1st day of June, 1984 and such transfer may be made in shares, or their value, at Respondent's option.

Such transfer or payment of the value of said shares shall be made not later than the time of sale of the Marital Residence, as hereinabove provided in Paragraph No. 13(e).

19. Each party, Petitioner and Respondent, shall retain as his and her sole and separate property, any and all Certificates of Deposit he and she may have, whether held individually or jointly with another, free and clear of any interest of the other party herein.

20. Petitioner will receive from Respondent, a sum equal to one-half (1/2) of Respondent's Atchison, Topeka and Santa Fe Railway Company pension funds, when Respondent receives the same, for the number of years the parties were married and Respondent was employed with the Atchison, Topeka and Santa Fe Railroad Company.

Respondent is directed to inform the Pension Board of this said award and further, Respondent will notify Petitioner when payment of such pension funds to him shall commence.

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21. Respondent shall contribute the sum of ONE-THOUSAND (\$1,000.00) DOLLARS toward payment of Petitioner's attorneys fees incurred in this action, to her attorneys, the law firm of Alan Masters, P.C., which sum shall be due immediately upon the sale of the Marital Residence as hereinbefore provided in Paragraph No. 13(e).

Further, Petitioner shall pay said attorneys, the law firm of Alan Masters, P.C., the additional sum of EIGHT-HUNDRED (\$800.00) DOLLARS, which shall include all costs advanced in this action, and which sum shall be in addition to any sums previously paid by Petitioner.

Atty fees

22. The parties mutually agree to execute and acknowledge good and sufficient instruments necessary or proper to vest the titles and estate 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 said Judgment of Dissolution of Marriage and establish of record the sole and separate ownership of the several properties of the parties, in the manner herein agreed and provided. If either party hereto, for any reason shall fail or refuse to execute any such documents, then this Judgment shall, and it is hereby expressly declared to constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective re-assignment

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ment and waiver of all rights hereinabove designated to be relinquished and waived.

23. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all right to act as administrator or administrator with the will annexed in the estate of the other, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Judgment of Dissolution of Marriage shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, and each of the parties hereto respectively reserves the right to dispose by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever, provided, however that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Judgment of Dissolution of Marriage or the rights of either party hereunder.

8. On motion of said attorneys for the petitioner,

CYNTHIA M. McMAHON,

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IT IS THEREFORE ORDERED and ADJUDGED as follows:

A. That the bonds of matrimony between the petitioner, CYNTHIA M. McMAHON, and the respondent, RICHARD J. McMAHON, be and are hereby dissolved and a Judgment of Dissolution of Marriage is hereby awarded Petitioner and Respondent.

B. IT IS FURTHER ORDERED that the oral agreement of the parties, hereinabove set forth in full, is hereby incorporated into this decretal section of this said Judgment of Dissolution of Marriage and all of the provisions of said Agreement are expressly ratified, confirmed 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, and each of the parties hereto shall perform under the terms of said Agreement.

IT IS FURTHER ORDERED that except as herein agreed and by the aforesaid Agreement otherwise provided, each of the parties is forever barred and foreclosed from maintenance, homestead and from any and all other rights, claims or demands whatsoever in and to the property of the other, whether now owned or hereafter acquired.

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D. IT IS FURTHER ORDERED that except for the property specifically defined and set forth in the aforesaid Agreement, each of the parties hereto shall keep as his and her own personal property all other property, wheresoever located: real, personal and mixed, including but not limited to bank accounts, whether savings and/or checking; stocks, bonds; pension plans; retirement plans; profit-sharing plans, real estate; real estate trusts; cars; trucks, contracts; choses in action and all other assets of any kind and nature that either shall have or claim to have any legal or equitable interest in.

E. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this cause until the terms of this said Judgment of Dissolution of Marriage have been fully complied with in all respects.

ENTERED
CLERK OF THE CIRCUIT COURT
MORDECAI M. PERLEY
AUG 1 1984
JUDGE LOUIS J. HYDE
DEPUTY CLERK

ENTER:

J U D G E

DATED:

PREPARED BY

MIAN MASTERS, P.C. 491075

Attorneys for Petitioner

255 West 63rd Street

Chicago, Illinois 60637

Telephone: 442-1111

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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:**

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in a certain cause lately pending in said Court, between

CYNTHIA N. MC MAHON plaintiff/petitioner

and RICHARD J. MC MAHON defendant/respondent.

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

the seal of said Court, in said County, this 16th

day of October, 19 86

Morgan M. Finley Clerk

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D. C. J. / J. S. J.

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