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PLACITA-CIRCUIT COURT OF COOK COUNTY (DECREE)

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FORM 8

United :	States of America	
STATE OF ILLINOIS, County of Cook.	τ·	UDGE
PLEAS, before the Honorable	ROBERT	E. CUSACK
one of the Judges of the Circuit Cou	rt of Cook County, in the S	State of Illinois, holding a
branch Court of said Court, at the Co		
State, on theda		
our Lord, one thousand nine hundred	I and 80 and of	the Independence of the
United States of America, thetwo	hundred and five	
PRES	ENT:—The HonorableROE Judge of the Circuit	JUDGE BERT E. CUSACK Court of Cook County.
OCBER	NARD CAREY, State's A	ttorney.
C	RICHARD J. ELROD,	Sheriff of Cook County.
Attest: MORGAN M. FINLEY, Cle.	7	
Be it remembered, that heretofore,	to wit: on the lstday	of October 19 80
the following among other proceeding	s were had in the Circuit C	ourt of Cook County said
and entered of record, to wit:		
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Ł	JI 33	DULUI	UN	MORGAN M. FINLEY	URT
STATE OF ILLINOIS	)	N	J	<sup>007</sup> 1 - 1980	-
COUNTY OF COOK	) SS. )		DEPUT	TOUCHT E	$\mathcal{A}$

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

IN RE THE MARRIAGE OF JANET Z. AREHART, Petitioner and, NO. 80 D 13934 RICHARD A. AKEHART, Respondent.

## JUDGMFNT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing, and having been resolved by agreement, the petitioner having appeared by the law firm of FACCHINI & MINTON and the respondent having appeared by the law firm of CARPONELLI, MASSICCI, KRUG & BLOMQUIST, the Court having heard the evidence, a Certificate of which is filed herein, FINDS:

- This Court has jurisdiction of the parties hereto and the subject matter hereof;
- 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;
- 1970 The parties were married June 27, 1980, and said marriage was registered at Chicago, Illinois;
- As a result of the marriage two children were born to the parties namely, RICHARD PAUL, age 7 and DANIEL EDWARD, age #; no children were adopted by the parties, and the petitioner is not now pregnant;

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- 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 at Alpha Collection Co. as a bookkeeper part time and earnes approximately \$100.00 per week
- 7. The respondent is employed at Allstate Insurance Co. as a Production Manager and earns approximately \$1,880.00 per month;
- 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;
- 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:

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#### ARTICLE I

### Custody of Minor Children

- Wife and husband agree that the sole, care, custody, control and education of the minor children shall be with the wife.
- 2. Both husband and wife shall use their best efforts to foster the respect love and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the children that will give the children a maximum feeling of security and each parent shall accommodate the social and school commitments of the children.
- 3. Both husband and wife shall keep each other informed as to the exact place where each of them resides, the telephone numbers of their residences, their places of employment, the telephone numbers of their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she can be reached.
- 4. Wife shall advise husband of any serious illness or injury suffered by the children as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the children to give husband all information regarding any illness or injury if husband requests same.
- 5. Wife shall advise husband which elementary and high school the children will attend. Wife shall have the right to make final decision with respect thereto.

#### ARTICLE II

#### Visitation of Minor Children

1. Husband shall have reasonable and liberal rights of visitation with the minor children. Husband shall have visitation with the minor children on one (1) week night per week, to be determined by agreement of the parties, and one (1) weekend day per week from 9:00 A.M. to 5:00 P.M.

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- 2. Wife shall provide the children with sufficient clothing and personal effects that may be required for their needs and comforts during each period of visitation.
- 3. If the children become seriously ill or injured during time they are with the husband during the time he is exercising his visitation rights, husband shall notify wife of same as soon as possible. He shall give wife the details of said illness or injury and the name and telephone number of the attending physician, if any.
- 4. If husband should for any reason fail to comply with the child support provisions hereinafter set forth in this agreement, this shall not be a basis for wife to deny husband his rights of visitation. Rights of visitation and rights to allowances shall be treated as independent covenants and enforced accordingly.

### ARTICLE 111

## Unallocated Maintenance and Child Support

- 1. As and for support and maintenance of wife and as and for the support of the minor children, the husband shall pay to wife as and for spousal and child support on an unallocated basis the sum of \$735.00 per month, based on husband's current let income of approximately \$1,850.00 per month, and the present unemployment of wife but her anticipated employment in the future.
- 2. All the payments to be made by husband to wife pursuant to this article will be periodic payments in discharge of a legal obligation, which, because of the marital or family relationship, is imposed on or incurred by husband under a written instrument incident to a dissolution of marriage, all within the meaning and intendment of Sections 71(a) and 215 of the Internal Revenue Code of 1954, as amended and as now in effect and of similar provisions of future laws, and that such payments will be includable in wife's gross income purusant to Section 71(a) and will be deductible by

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husband from his gross income pursuant to Section 215 in determining their respective taxable income. The terms and provisions cohabitates with a non-relative male on a resident, conjugal, continuing basis.

- long as wife is entitled to receive unallocated maintenance and child support payments from husband as set forth above, she alone shall have the right to claim the children for whom the husband is making such payments as her dependents for Federal and state income tax purposes.
- Subject to wife remarriage or cohabitation on a resident, conjugal, continuing basis, husband hea as and for unallocated mainemance and child support, the sum of \$750.00 fer month.
- 5. No future income of the wife's shall serve as a basis for the husband seeking a reduction or termination of these support RANKS IN EXCESS OF payments as set forth herein, UNTIL WIFE 15,000 Grass penyeare 5. The husband and wife shall tender to each other, annually, their respective records and documentation reflecting their income for that year, as represented, including but not limited to income tax returns, W-2 staements and pay stubs.

#### ARTICLE IV

Education of Children and Related Matters

shall pay for the trade school or college and professional school education expenses of the children. By "education expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority or fraternity dues, assessments and . charges, and round trip transportation expenses between the trade school, college or professional school and the home of child (if

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the child is in attendance at an out-of-town trade school, college or professional school), those round trips not to exceed four in any calendar year.

- 2. Husband's obligation is conditioned upon the following:
  - A. The child has at that time the desire and aptitude for a trade school, college or professional school education;
  - B. The trade school or college is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service, and the professional school education is limited to two consecutive years after graduation from college, except the time shall be extended in case of serious illness or military service or in the event the profesional school attended extends for a required period beyond two years;
  - C. A masters degree program may, at the option of the child, be substituted for professional school;
  - D. The child carries the required number of crurses or units so that he or she is considered by the school attended to be a "full time" student and the child maintains a passing grade average as is prescribed by said school;
  - E. Copies of all grade reports of the child are forwarded to Example within ten (10) days after same are issued;
  - F. Haband hase the financial ability to pay such trade school, college or professional school expenses.

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- 3. The decisions affecting the education of each child, including the choice of trade school or college and professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.
- 4. 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.

### ARTICLE V

### Emancipation Event

- 1. With respect to the children, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time husband's obligations for the child as detailed in this agreement shall terminate:
  - A. The child's reaching majority or completing trade school or college and professional school education within the time set forth in Article TY 2(b) herein, whichever shall last occur;
  - B. The child's marriage;
  - C. The child's having a permanent residence are y from the permanent residence of the wife. A residence at boarding school, camp, trade school, college, or professional school is not to be deemed a residence away from the permanent residence of the wife;
  - D. The child's death;
  - E. Entry into the armed forces of the United States; but the emancipation event shall be deemed terminated and nullified upon discharge from

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such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;

The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete collage or professional school as set forth in Article C. 2(b) herein shall not be deemed an emancipation event.

- The husband shall maintain life insurance policies as set forth on the attached schedule. The husband shall designate the minor children, RICHARD PAUL and DANIEL EDWARD as irrevocable beneficiaries of said policies until he is emuncipated as defined in Article V of this agreement.
- 2. In connection with all the policies set forth herein upon the effective date of the Judgment of Dissolution of Marriage and from time to time thereafter as may be herein indicated or required, husband shall accomplish the following:
  - A. Deposit policies with wife;
  - B. Pay the premiums when they become due;
  - C. Direct that duplicate premimum notices receipts be sent to wife;
  - If not already accomplished, he shall designate the minor children as irrevocable beneficiary;
  - E. Pay off and retire in full any outstanding loans on the policies, not to borrow against those policies in the future, or to reduce their face value; ExcupiNa LOAN ON EquitAble Policy

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#### SCHEDULE

### FURNITURE AND FURNISHINGS

- 1. All household furniture, furnishings and personalty shall be the sole property and possession of the wife with the exception of the following items which shall be the sole property of the husband.
  - A. Coirs acquired prior to marriage.
  - B. Trains
  - C. Household tools.
  - D. Desk, chair, chest of drawers.
  - E. One living room couch and coffee table.
  - F. One (1) television to be chosen by wife.
  - G. Dining room table and chairs, to be chosen by wite.
  - H. Sports equipment, table, saw, man's bicycle, banjo,
    rifle and selected tools, TAPL RECOLOR, SPEAKERS, TAPLE, COMPRESSION.

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- F. Renew all policies when required so as to keep them fully effective;
- G. Do all acts and execute all documents needed to keep the policies in full force and effect and to accomplish all matters set forth above.

### ARTICLE VII

## Medical, Dental, Optical and Other Related Expenses of the Minor Children

- 1. Husband shall pay for the hospital, surgical, optical, orthodontic, psychiatric, and psychological care, for the extraordinary medical and dental care of the minor children. The term "extraordinary" shall include, but not by way of limitation, all teeth straightening, major dental work, psychological and psychiatric care, operations and services rendered as a result of serious accidents or illnesses requiring pospitalization or extended medical care, but shall not include routine check-ups and minor ailments.
- 2. It is expressly agreed upon between husband and wife that prior to any extraordinary expenditure of a non-emergency nature being incurred, wife shall notify husband of said proposed expense and husband shall have the option of providing substitute services at his cost.
- 3. If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction should do so upon proper notice and petition even after said expense is incurred.
- 4. Husband's obligation with respect to the minor children shall terminate when the children attain full emancipation as defined in Article V of this agreement.
- 5. Husband, at his sole expense, shall obtain and maintain in full force and effect, while he has an obligation to pay allowances for the minor children, a major medical insurance policy covering

possible major medical needs of the children. Husband shall obtain and deposit with wife a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder.

- 6. The husband's obligation to pay the extraordinary medical expenses of the children is limited to those expenses which are not covered by the medical hospital insurance provided by the husband, as provided in this paragraph, and the medical hospital insurance provided by the wife, if any. This provision is not meant in any way to constitute or create an obligation on the part of the wife to secure or provide medical hospital insurance for the minor children of the parties.
- 7. It is understood that in the event of a Judgment of Dissolution of Marriage herein, the wife's benefits under any existing medical policy carried by the husband will be terminated. Therefore, the husband will maintain his present hospital and medical insurance with the wife of the party insured until entry of a Judgment of Dissolution of Marriage. From the date of entry of said Judgment of Dissolution of Marriage forward, the wife shall be responsible solely for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the husband shall have no further obligation in such regard.
- 8. The husband will cooperate in any way possible to assist the wife to qualify for such medical and hospital insurance coverage on her own; and on or before thirty days after the affective date of entry of the Judgment of Dissolution of Marriage, husband shall provide wife with the necessary forms and documents to enable her to convert his group hospitalization and medical insurance to include her within sixty days of the entry of a Judgment of Dissolution of Marriage in accordance with Chapters 32 and 72 of the Illinois Revised Statutes, costs to be assessed to wife. The may arrange on the Marriage Trade Trade Trade and Marriage Marri

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9. Husband shall provide wife with current identification cards in order to enable wife to identify her coverage and the children's coverage under the hospitalization and medical insurance polices to be provided by husband hereunder.

### ARTICLE VIII

## Employment Benefits

Wife shall receive from hubband one-half of the total value of his current pension and retirement fund, profit sharing plan or other deferred compensation plans, pursuant to the values of said plans at the time of entry of the Judgment for Dissolution of Marriage; and wife shall receive said one-half interest, at the time of husband's receipt of these funds.

## ARTICLE IX

### Marital Property

- 1. Husband and wife are presently the owners in joint tenancy of a marital residence commonly known as 1402 S. Princeton, Arlington Heights, Illinois, 60005, legally described as set forth on the attached Schedule. Upon the effective date of entry of the Judgment of Dissolution of Marriage, husband shall execute all documents, quitclaim deeds, assignments of insurance, assignments of reserves, and the like necessary to transfer, assign, convey and release all of his right, title and interest in the above residence to wife or her nominee.
- 2. Wife shall assume all responsibilities for mortgage payments, tax escrow payments, homeowner's insurance payments, utility payments and household expenditures in connection with the marital premises becoming due at any time prior to the entry of the Judgment of Dissolution of Marriage and she shall save and hold husband free, harmless and indemnified thereon. Other than the first mortgage obligation, husband represents and warrants that the marital residence is free and clear of any liens or encumbrances

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and any taxes or assessments heretofore due thereon have been paid. Wife shall be responsible for the mortgage payments, tax and home owner's insurance payments falling due after the effective date of this agreement and she shall save and hold husband harmless and idemnified thereon. Wife's assumption of the balance of the mortgage indebtedness shall enable her to claim the interest deductions thereon.

- 3. Husband and wife presently maintain an equity ownership in a home located at 3007 Swallow Lane, Rolling Meadows, Illinois, 60008, legally described as set forth on the attached Schedule. Upon the effective date of entry of the Judgment of Dissolution of Marriage, the wife shall execute all documents, quitclaim deeds, assignments of insurance, assignments of reserves, and the like necessary to transfer, assign, corvey and release all of her right, title and interest in the above resisence to the husband or his nominee.
- A. Husband shall assume all responsibilities for mortgage payments, tax escrow payments, homeowner's insurance payments, utility payments and household expenditures in connection with the marital premises becoming due at any time prior to the entry of the Judgment of Dissolution of Marriage and he shall save and hold wife free, harmless and indemnified thereon. Husband shall be responsible for the mortgage payments, tax and home owner's insurance payments falling due after the effective date of this agreement and she shall save and hold husband harmless and idemnified thereon. Husband's assumption of the balance of the mortgage indebtedness shall enable him to claim the interest deductions thereon.
- 5. Husband and wife are presently the owners in partnership with others of an apartment building commonly known as 1204 Ardyce Lane, Mt. Prospect, Illinois, 60056, legally described as set forth

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on the attached Schedule. Upon the effective date of entry of the Judgment of Dissolution of Marriage, husband shall execute all documents, assignments, quitclaim deeds, assignments of insurance, assignments of reserves, and the like necessary to transfer, assign, convey and release all of his right, title and interest in the above residence to wife or her nominee.

- 6. That as and for additional consideration for the husband's conveyance to the wife of his interest in the property commonly known as 1204 Ardyce fane, Mt. Prospect, Illinois, 60056, the wife and the other owners of said property being James E and Vera B. Howarth, shall execute a quaranty and indemnify in favor of the husband, to guarantee that the first mortgage will be paid in full as it becomes due and that the husband will not be responsible for any payments as a result of any default thereof. It is hereby acknowledged that the first mortgage will remain on the property.
- 7. Upon the effective date of entry of the Judgment for Dissolution of Marriage, or the transfer of title thereto, which-ever event is last to occur, the wife shall pay to the husband the sum of \$4,780.00.

### ARTICLE X

### BANK ACCOUNTS & STOCKS

- The husband and wife acknowledge that there are no stocks in existence.
- 2. The bank account established from the proceeds of the sale of the Corvette automobile in the amount of \$5,500.00 shall be the sole property and possession of the husband and the bank account in the approximate amount of \$25.00 shall be the sole property and possession of the wife. Otherwise than stated above, husband and wife 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

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of the children of the parties. Husband and wife shall execute all ncessary documents to effectively release and transfer to the other or his or her nominee any claim or interest held by that party in said accounts.

### ARTICLE XI

### <u>Automobiles</u>

1. The hysband and wife shall retain as their respective sole property and possession the automobiles as specified in schedule, which is attached hereto and made a part hereof.

### ARTICLE XII

## Furniture and Furnishings

1. The husband and wire shall divide all furniture, furnishings, works of art and other personal property belonging to them as per attached schedule.

#### ARTICLE XIII

## Debts and Obligations

l. Husband and wife shall be responsible for those debts as specified in Schedule \_\_\_\_ which is attached nereco and made a part hereof. Subsequent to entry into any Judgment for Dissolution of Marriage, husband and wife shall be responsible for their own debts, liabilities and obligations, as incurred.

### ARTICLE XIV

#### Counsel fees

1. The husband shall pay to wife the sum of \$1,500.00 as and for counsel fees incurred by her during the pendency of this cause; and husband agrees to be responsible for his own attorney's fees.

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, JANET F. AREHART, and the respondent, RICHARD A. AREHART, be and the same are hereby dissolved pursuant to statute. That said Dissolution is granted to both petitioner and respondent.
- 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.
- 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, mixed, of whatsoever kind and nature and personal or wheresoever situated, including, but not limited by homestead, inheritance, arising out of the succession and 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

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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:

DAMED.

DOT 1 - 1980

APPROVED:

PETITIONER

Michael a. Williant.

FACCHINI & MINTON
Attorneys for petitioner
415 West Golf Road
Suite 25
Arlington Heights, IL 60005
956-6180

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#### SCHEDULE

#### LIFE INSURANCE

The following life insurance policies are in the name of Richard Arehart only, naming Janet Arehart as beneficiary, and the children of the parties as successor beneficiaries.

INSUKAN CE COMPANY	POLICY NUMBER	AMOUNT
State Farm	No. 4893034	\$70,000
Equitable	No. N67257482	\$10,000
Allstate	(Group Policy)	\$50,000

NOTE: Upon suma singe of wide, Musband has coline to all additional beneficiaries to the Comittle and allowate Insurume Policies. pur god

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#### SCHEDULE

Lot Fourteen Hundred Sixty-One (1461) in Rolling Meadows Unit No. 8, being a Subdivision in that part of the West half (½) of Section 36, Township 42 North, Range 10, East of the Third Principal Meridian, lying South of Kirchoff Road, in Cook County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 19, 1955, as Document Number 1608437.

which property is commonly known as 3007 Swallow Lane, Rolling Weadows, Illinois

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Jardem Subdivision being neast Quarter (1/4) of the setion 35, Township 42 North Principal Meridian, according stered in the Office of the Regiunty, Illinois, on July 27, 1976,

Is commonly known as 1204 Ardyce Lane, N. ois 60056.

3-35-308-0/6-0000 Lot 16 in Westgate Garden Subdivision being, a Subdivision of part of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 35, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat increof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 27, 1976, as Document Number 2824063.

which property is commonly known as 1204 Ardyce Lane, Mt. Prospect, Illinois 60056.

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### SCHEDULE

Lot 159 in Surrey Ridge West, Unit #2, being a Subdivision of part of the East ½ of Section 8 and part of the West ½ of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in the Village of Arlington Heights, in Cook County, Illinois.

Commonly Known as:

1402 So. Princeton Arlington Heights, Illinois

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SCHEDULE

DEBTS AND OBLIGATIONS

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#### SCHEDULE

#### **AUTOMOBILES**

- Blazer with snowplow attachment to be the property of at auti the husband.
- Valiant automobile to be the property of the husband.

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KARRY (EUS) YOURELL REGISTRAR OF TITLES

County of Cook, STATE OF ILLINOIS,

In Witness Whereot, I have hereunto set my hand and affixed tespondent ...... renoititeq ...... saw ..... Chancery side thereof, entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof. In re: The Marriage of and foregoing to be a true, perfect and complete copy of a certain Judgment made and State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above L, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the

HARRY 'BUS' YOURELL Against of Torrers Titles

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the seal of said Court, at Chicago, .....

MORGAN M. FINLEY, Cleric of the Circuit Court of Cook County

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EARRY (BUS) YOURELL REGISTRAR OF TITLES

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In Witness Whereof, I have hereunto set my hand and affixed

the seal of said Court, at Chicago,......

Jaebaoquest ......was was .....

MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County

entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof,

In re: The Marriage of

and foregoing to be a true, perfect and complete copy of a certain Judgment made and State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the

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Janet H.

Chancery side thereof,

STATE OF ILLINOIS, S County of Cook,

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