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BUYER AND SCHERB
ATTORNEYS AT LAW

6954 WEST TOUHY AVENUE
NILES, ILLINOIS 60648
(312) 647-0277

DENNIS BUYER
LOUIS H. SCHERB

IN RE: THE MARRIAGE OF)

ROSE ANN POTOKY,)

Petitioner)

and)

JOHN EARL ANTHONY POTOKY,)

Respondent)

Case Number 84 D 22100

3571978

RECEIPT

I, JOHN EARL ANTHONY POTOKY, hereby acknowledge the receipt of \$4,000.00 representing my equity in the marital home located at 2523 North Clinton, River Grove, Illinois, more legally described as:

THE NORTH 40 FEET OF LOT SIXTEEN-(16):

12-26-416.014 Jm.
H.E.O.

IN BLOCK FOUR(4) IN VOLK BROTHERS' CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

pursuant to the Judgment For Dissolution Of Marriage entered in the above cause.

John Earl Anthony Potoky
JOHN EARL ANTHONY POTOKY

SUBSCRIBED and SWORN to before
me this 29th day of August,
1986.

Jacky McLean
NOTARY PUBLIC

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BUYER AND SCHERB
ATTORNEYS AT LAW

DENNIS BUYER
LOUIS H. SCHERB

6954 WEST TOUHY AVENUE
NILES, ILLINOIS 60648
(312) 647-0277

December 1986

Registrar of Titles
118 North Clark Street
Chicago, Illinois 60602

Re: POTOKY vs. POTOKY
Case Number 84 D 22100

To Whom It May Concern:

I, DENNIS BUYER, of the law firm of BUYER and SCHERB, hereby state that all attorneys' fees pursuant to the Judgment For Dissolution Of Marriage, case number 84 D 22100, in regard to POTOKY vs. POTOKY, have been paid in full.



DENNIS BUYER

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602

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Receipt of [unclear]
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Attest: MORGAN M. FINLEY, Clerk.

RICHARD J. ELROD, Sheriff

RICHARD M. DALEY, State's Attorney

Judge of the Circuit Court of Cook County.

PRESENT: - The Honorable

HERMAN KNELL

of the United States of America, the two hundredth and

cent,

in the year of our Lord, one thousand nine hundred and

86

and of the Independence

March, 20th

Court, at the Court House in said County, and State, on

one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

HERMAN KNELL

PLEAS, before the Honorable

STATE OF ILLINOIS,
COUNTY OF COOK,
ss.

UNITED STATES OF AMERICA

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In the State of Illinois at the time the Petition for

B. That both Petitioner and Respondent were domiciled

and of the subject matter hereof; 86932, 170

A. This Court has jurisdiction of the parties hereto

the premises, FINDS that:

considered all the evidence and now being fully advised in

Petition for Dissolution of Marriage; and the Court having

Petitioner in support of the allegations contained in her

the Court having heard the testimony in open Court of the

into a Stipulation to have the matter heard as a default, and

attorney, JOHN A. NAUGHTON, and the parties having entered

ANTHONY POTOKY, has filed his Appearance and Response by his

and it appearing to the Court that the Respondent, JOHN EARL

ROSE ANN POTOKY, by her attorneys, BUYER AND SCHERRB,

Petition for Dissolution of Marriage filed by the Petitioner,

This cause coming on to be heard on the duly verified

JUDGMENT FOR DISSOLUTION OF MARRIAGE

Respondent

JOHN EARL ANTHONY POTOKY,

and

Petitioner

ROSE ANN POTOKY,

IN RE: THE MARRIAGE OF

Case No. 84 D 22100



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

FILED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
APR 20 1986
#0538
HENNAN KNELL

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

#4581

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has been presented to this Court for its consideration. Said

division of all marital and other matters, which agreement

of them now owns or may hereafter acquire, including a

party in and to the property, income or estate which either

concerning the questions of the respective rights of each

Agreement dated the 5th day of March, 1986,

I. The parties have entered into a Property Settlement

Dissolution of Marriage should be entered herein;

competent and relevant evidence; and that a judgment of

of her Petition for Dissolution of Marriage by substantial,

H. The Petitioner has proved the material allegations

himself;

gainfully employed and is fully capable of supporting

G. That the Respondent is 37 years of age; is presently

employed and is able to contribute to her own support;

F. That the Petitioner is 30 years of age; is presently

cruelty toward the Petitioner;

Respondent has been guilty of extreme and repeated mental

E. Without cause or provocation by the Petitioner, the

Petitioner is not now pregnant;

That no children were adopted by the parties and the

ROSE, born September 30, 1980, as a result of the marriage.

parties, namely JOHN ANTHONY, born June 3, 1977 and MARIA

D. That there were two (2) children born to the

marriage was registered in Chicago, Cook County, Illinois;

C. The parties were married on April 26, 1975 and said

preceding the making of the findings;

domicile in the State of Illinois for ninety (90) days next

Dissolution of Marriage was commenced and have maintained a

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WHEREAS, the WIFE has filed a Petition For Dissolution

existing between them; and

rendered impossible continuation of the marital relationship

differences have arisen between the parties which have

WHEREAS, certain irreconcilable and unfortunate

and

were adopted by the parties and the WIFE is not pregnant;

September 30, 1980, as a result of the marriage. No children

namely JOHN ANTHONY, born June 3, 1977 and MARIA ROSE, born

WHEREAS, two (2) children was born to the parties,

and are estranged from each other; and

marriage on the 26th day of April, 1975 at Chicago, Illinois,

WHEREAS, the parties hereto were lawfully joined in

W I T N E S S E T H:

Illinois, (hereinafter referred to as the HUSBAND):

POTOKY of the City of Chicago, County of Cook, State of

(hereinafter referred to as the WIFE) and JOHN EARL ANTHONY

Village of River Grove, County of Cook, State of Illinois,

1986, between ROSE ANN POTOKY of the

THIS AGREEMENT, made and entered into this 5th day of

PROPERTY SETTLEMENT AGREEMENT

follows:

the approval of this Court; and it is in words and figures as

parties hereto; it is not unconscionable and ought to receive

Agreement was entered into freely and voluntarily between the

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herein contained, and for other good and valuable

in further consideration of the mutual and several covenants
NOW, THEREFORE, in consideration of the foregoing, and

the other and the value thereof.

conversant with all of the property and income possessed by

respective rights in the premises, and that each is

furnishing of financial data to counsel, and of his or her

estate and income of the other, both directly and through

each of them has been fully informed of the wealth, property,

of counsel of JOHN A. NAUGHTON. The parties acknowledge that

SCHERB, as her attorney, and the HUSBAND has had the benefit

of counsel of DENNIS BUYER of the law firm of BUYER AND

WHEREAS, the WIFE has employed and has had the benefit

now or hereafter owned or possessed by either of them.

hereafter have or claim to have against the other, whether

personal or mixed, which either of them now has or may

and all rights of every kind and nature, whether real,

out of the marital relationship or any other relationship,

related matters, the respective rights of property growing

themselves the question of maintenance and support, and

consider it to be in their best interest to settle between

either of the said parties may have, the parties hereto

without prejudice to any right of action for divorce which

as to any divorce proceedings between the parties hereto, but

WHEREAS, without any collusion as to the pending case or

income derived therefrom; and

disclosure to each other of all their assets, including the

WHEREAS, each party has made a full, fair and complete

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holidays and birthdays. If the parties cannot agree to the
 The HUSBAND and WIFE shall each have visitation on alternate
 and other important events and occasions affecting the child.
 of secular and religious holidays and a sharing of birthdays
 the children's vacations from school or otherwise, a sharing
 visits, weekend visits, overnight, continuous periods during
 reasonable notice, including, but not limited to, weekly
 visitation at all reasonable times and places and upon
 shall be with the WIFE. The HUSBAND shall have reasonable
 further agree that the physical custody of the minor children
 equally held by the HUSBAND and the WIFE. The parties
 namely JOHN ANTHONY and MARIA ROSE, shall be joint and
 care, control and legal custody of their minor children,
 2.1 The parties mutually acknowledge that permanent

CHILD CUSTODY AND VISITATION

ARTICLE II

Dissolution of Marriage Act.
 brought for relief under the Illinois Marriage and
 defend any action now pending or which may hereafter be
 1.2 Each party reserves the right to prosecute or
 Judgment of Dissolution of Marriage.
 1.1 This Agreement is not one to obtain or stimulate a

RESERVATION OF RIGHTS

ARTICLE I

themselves as follows:
 do hereby freely and voluntarily agree by and between
 and sufficiency of which is hereby acknowledged, the parties
 consideration, by each to the other delivered, the receipt

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3.1 The HUSBAND shall pay to the WIFE as and for the support of the minor children, while the children are residing with the WIFE, twenty-five (25%) percent of HUSBAND'S net salary each week with a minimum payment of \$65.00 per week, commencing upon the first day of the week

CHILD SUPPORT

ARTICLE III

2.4 Should the WIFE wish to remove her residence and the residence of the minor children outside the jurisdiction of the Circuit Court of Cook County, then the WIFE must file a petition asking leave of court to do same.

2.3 The parties shall do everything within their power to foster the love and affection of the children for both parents and to attempt to reach agreement on all questions involving the children of their welfare and future. The parties shall cooperate in implementing and effectuating the children's school, religious and social activities so that the children may have proper physical, emotional, and social growth and development and may retain respect and affection from both parents, and in fostering the same, the parties shall be allowed to communicate with the children by telephone and other means as the situation may require from time to time.

2.3 The parties shall do everything within their power to foster the love and affection of the children for both parents and to attempt to reach agreement on all questions involving the children of their welfare and future. The parties shall cooperate in implementing and effectuating the children's school, religious and social activities so that the children may have proper physical, emotional, and social growth and development and may retain respect and affection from both parents, and in fostering the same, the parties shall be allowed to communicate with the children by telephone and other means as the situation may require from time to time.

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beneficiary of the stated amount of insurance the WIFE as
execute and deliver all documents necessary to designate as
after the effective date of this Agreement, the HUSBAND shall
life insurance policy now in force. Within thirty (30) days
5.1 The HUSBAND shall maintain on his life the

LIFE INSURANCE FOR CHILD

ARTICLE V

the remaining 50% of those expenses.
50% of those expenses and the WIFE shall be responsible for
covered by insurance, the HUSBAND shall be responsible for
children herein. As to any medical or dental expenses not
children as long as he has an obligation to support the
insurance presently in effect for the benefit of the minor
4.1 The HUSBAND shall maintain the medical and dental

MEDICAL AND RELATED EXPENSES

ARTICLE IV

HUSBAND.
including and taxable to the WIFE and not deductible to the
to the WIFE constitute child support only and therefore is not
The parties further recognize that the payments herein
Circuit Court of Cook County.
made to Petitioner directly and not through the Clerk of the
The parties further agree that said payments shall be
every occurs last.
the child reaches majority or completes high school, which
thereafter. The child support payments shall be made until
continuing on the first day of each and every week
Following the execution of this Marital Settlement Agreement

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hereunder shall be determined by the provisions of Section

herein. The extent of the parties' respective obligations

of the children and the financial ability of the parties

which obligation is predicated upon the scholastic aptitude

vocational school education for the children of the parties,

6.1 The parties shall pay for a college, university or

EDUCATIONAL EXPENSE

ARTICLE VI

of said policies.

agree not to do anything to diminish the respective values

of twenty-three years, whichever first occurs. The parties

said educational pursuit or until said child attains the age

to have occurred until the completion or discontinuance of

school education, said termination event shall not be deemed

event said child pursues a college, university or vocational

child as defined in this agreement, provided that in the

"termination event" shall be defined as the emancipation of a

designation, respectively. For purposes of this agreement, a

and terminate and they may revoke the foregoing beneficiary

parties' obligations under this article shall forever cease

termination of events as to the child of the parties, the

designation, respectively. Upon the occurrence of

and terminate and he may revoke the foregoing beneficiary

HUSBAND's obligations under this article shall forever cease

support as to the children of the parties, the

children herein. Upon the occurrence of termination of

long as the HUSBAND has the obligation to support the

trustee for the benefit of the children of the parties for so

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expressed preferences of the child. Neither party shall

be made jointly by the parties and shall consider the

including the choice of college or other institution, shall

6.4 All decisions affecting a child's education,

interruption.

by a period equal in length to the illness-related

education, provided that said obligations shall be extended

active pursuit of a college, university or vocational school

pursuit is interrupted by serious illness which prevents the

Article shall be extended in the event a child's educational

6.3 The parties' respective obligations under this

(d) A child's marriage.

years;

(c) A child's attaining the age of twenty-three

certification.

university diploma or degree or to vocational

in a course of study which leads to a college or

pursuit when said child is no longer actively engaged

shall be deemed to have discontinued said educational

pursuit. For purposes of this Article, a child

(b) A child's discontinuance of said educational

graduate degree;

(a) A child's completion of a four-year under-

as to each child upon the first to occur of the following:

obligations of each party under this Article shall terminate

6.2 Unless extended by Paragraph 6.3 hereof, the

time in question.

or by any similar or comparable provision in force at the

513 of the Illinois Marriage and Dissolution of Marriage Act,

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unreasonably withhold his or her consent to said expressed preference. In the event the parties cannot agree upon any issue related to a child's education, including the extent of their respective obligations, said issue shall be submitted to a court of competent jurisdiction for determination upon proper notice, petition and hearing.

ARTICLE VI

MARITAL HOME

The parties recognize that they are presently the owners in joint tenancy of the real estate located at 2523 North Clinton, River Grove, Illinois more legally described as follows:

THE NORTH 40 FEET OF LOT SIXTEEN-(16):
 IN BLOCK FOUR (4) IN VON BROTHERS' CHICAGO HOME GARDENS, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF GRAND AVENUE.

The HUSBAND shall upon entry of the Judgment For Dissolution of Marriage convey, by way of a Quit Claim Deed all of his right, title and interest in the marital home to the WIFE. In consideration of said transfer the WIFE shall pay to the HUSBAND the sum of FOUR THOUSAND (\$4,000.00) DOLLARS as and for his share in the equity of said home, said funds also to be payable of entry of the Judgment For Dissolution of Marriage. The HUSBAND hereby warrants the mortgage, tax and insurance payments will be current to the time of the entry of the Judgment For Dissolution Of

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9. The WIFE is hereby awarded fifty (50%) percent of the present value of the HUSBAND's pension and profit sharing plan, said sum to be available to the WIFE when the HUSBAND is eligible to receive same. Should the HUSBAND's pension and profit sharing plan require same, the parties agree to enter a qualified domestic relations order subsequent to the entry of the Judgment For Dissolution Of Marriage. Other than as stated herein for the WIFE, each party further agrees to waive any and all rights to maintenance, past,

PENSION, PROFIT SHARING AND MAINTENANCE

ARTICLE IX

The HUSBAND shall be awarded sole ownership of the 1978 Mercury automobile. The WIFE shall be awarded sole ownership of the (197) Chevrolet automobile. The WIFE and HUSBAND shall execute any documents necessary to transfer the above assets to each other. The HUSBAND hereby agrees to hold the WIFE harmless on any obligations stemming from the ownership of said 1978 Mercury automobile. The WIFE hereby agrees to hold the HUSBAND harmless on any obligations stemming from the ownership of said 1973 Chevrolet automobile.

OTHER PROVISIONS

ARTICLE VIII

Marriage. The WIFE hereby agrees to hold the HUSBAND harmless on any obligations thereafter stemming from the ownership of the marital home including but not limited to the first mortgage indebtedness.

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12. Each party is liable for the payment of his or her attorneys' fees. The WIFE shall pay to BUYER AND SCHERR the balance of attorneys' fees in the amount of payable

ARTICLE XII

household status. the children therefore, entitling her to claim head of provides greater than fifty (50%) percent of the support for the WIFE. The HUSBAND further recognizes that the WIFE going to the HUSBAND and twenty-five (25%) percent going to State tax return with seventy-five (75%) percent of the refund The parties further agree to file a joint 1985 Federal and as exemptions of his Federal and State Income Tax Returns. 10. The HUSBAND shall be allowed to claim both children

ARTICLE X

obligations owed to the WIFE's family. WIFE agrees to assume and hold the HUSBAND harmless on the obligations to VISA, Sears and the HUSBAND's parents. The agrees to assume and hold the WIFE harmless on the to hold the other harmless on same. The HUSBAND further that individual from the date of separation respectively and further agrees to be responsible for any bills incurred by bank accounts and deposits with credit unions. Each party personal property in the possession of the other including 10. Each party agrees to waive any interest in the

PERSONAL PROPERTY AND BILLS

ARTICLE X

present or future which they may have as against each other.

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otherwise by reason of the marital relations existing
interest and estate as husband and wife, widow or widower, or

community interest and all other right, title, claim,
maintenance, dower, inheritance, descent, distribution,
heirs, personal representatives and assigns, all rights of
hereby forever waive and release to the other, his or her

except as herein otherwise provided, each of the parties does
15. To the fullest extent by law permitted to do so, and

stocks, securities and real estate,
beneficiaries of trust, bank balances, royalties, bonds,
limited by, all choses in action, interests as trustee and
of this Agreement, including in said property, but not
the property in his or her respective control upon the date
title and interest respectively, in and to each and all of
such party shall have and retain sole and exclusive right,
each of the parties hereto covenants and agrees that each

14. That except as otherwise provided in this Agreement,
the said equal and equitable division of assets and property.
to either of the parties at the present time as a result of
Cum. Bull. 213 which provided that no taxable event results
division is made in reliance upon Rev. Rul. 75-83, 1976-1

further acknowledge and affirm that said equal and equitable
kind, of the marital property of the parties. The parties
are made to effectuate an equal and equitable division, in
assets and property set forth in the foregoing paragraphs
and releases of right, title and interest in and to the

13. The parties hereto mutually affirm and acknowledge
upon the proovep of this cause.

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and acknowledge, concurrently with the execution hereof, good

16. Each of the parties hereto hereby agrees to execute

under this Agreement.

provisions of this Agreement, or the rights of either party

obligation on the party of the other to comply with the

waiver or release by either party to the other of the

nothing herein contained shall operate or be construed as a

extinguishment of such rights, provided, however, that

effect or evidence such release, waiver, relinquishment or

assurances as may be required or reasonably required to

such deeds, releases or other instruments and further

representatives, grantees, devisees or assigns, any or all

at the request of the other party, his or her heirs, personal

party hereto; and agrees to execute, acknowledge and deliver

defense to any such claim or suit so instituted by either

this release, when pleaded shall be and constitute a complete

further agrees that in the event any suit shall be commenced,

and all of the rights relinquished under this Agreement; and

representatives and assigns, for the purpose of enforcing any

time hereafter, sue the other, or his or her heirs, personal

representatives and assigns, that neither of them will at any

agrees for himself or herself, his or her heirs, personal

vested or contingent and each party further covenants and

party, or whether in possession or in expectancy and whether

now owned or hereafter in any manner acquired by the other

other, real, personal or mixed, or his or her estate, whether

to claim in, to or against the property and assets of the

or which he or she otherwise has or might have or be entitled

between said parties hereto, under any present or future law,

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and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, 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 Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail to 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 relinquished and waived.

17. In the event that either WIFE or HUSBAND at any time thereafter obtain a Dissolution Of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment For Dissolution Of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment For Dissolution Of Marriage is entered. The Court, on entry of the Judgment For Dissolution Of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

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JOHN EARL ANTHONY POTOKY

John Earl Anthony Potoky

ROSE ANN POTOKY

Rose Ann Potoky

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

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between the parties hereto, except as expressly set forth in

marital relationship or any other relationship existing

homestead, succession and inheritance, arising out of the

whenever situated, including, but not limited by

real, personal or mixed, of whatsoever kind and nature and

or future, and in and to the property of the other, whether

in and to maintenance for themselves, whether past, present

4. Any right, claim, demand or interest of the parties

effectuate and fulfill the terms of this judgment.

party any and all documents that may be necessary to

demand by the other party, execute and deliver to such other

3. Each of the parties hereto will, promptly upon

perform under the terms of said Agreement.

the judgment of this Court; each of the parties hereto

said provisions were in this paragraph set forth verbatim as

to the same extent and with the same force and effect as if

confirmed, approved and adopted as the orders of this Court

of the provisions of said Agreement are expressly ratified,

a part of this judgment for Dissolution Of Marriage; and all

W.M.C., 1986, and hereinbefore set forth in full, is made

Petitioner and the Respondent, dated the 5th day of

2. The Property Settlement Agreement between the

Respondent, JOHN EARL ANTHONY POTOKY, are hereby dissolved.

between the Petitioner, ROSE ANN POTOKY, and the

Dissolution Of Marriage, and the bonds of matrimony existing

1. The parties are awarded a judgment for

HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

ON MOTION OF SAID ATTORNEYS FOR THE PETITIONER, IT IS

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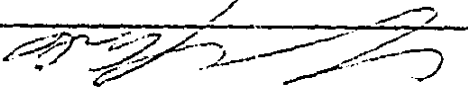
BUYER AND SCHERB
Attorneys For Petitioner
6954 West Touhy Avenue
Niles, Illinois 60648
(312) 647-0277

3574978

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DATED: _____

J U D G E



ENTER:

the aforesaid Agreement, is forever barred and terminated.
5. This Court expressly retains jurisdiction of this
cause for the purpose of enforcing all the terms of this
Judgment For Dissolution Of Marriage, including all the terms
of the Property Settlement Agreement made in writing between
the parties hereto dated the 5th day of March, 1986,
as hereinabove set forth.

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(10-84) CCDCH-6

Clerk

86

19

September

day of

11th

the seal of said Court, in said County, this

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

defendant/respondent

and John Earl Anthony Potok

plaintiff/petitioner

Rose Ann Potok

in a certain cause lately pending in said Court, between

3571978

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COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT: and complete

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

ss.

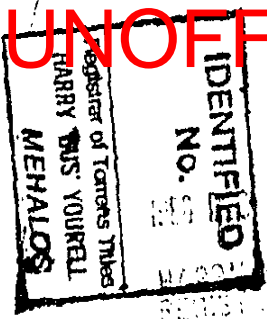
STATE OF ILLINOIS,
COUNTY OF COOK

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DENNIS BUYER
6954 W. TOWNY
NILES, ILL. 60645

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