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Certificate No. 1362445 Document No. 3603312

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1362445 indicated affecting the  
following described premises, to-wit:

East 50 feet of the West 666.79 feet of the South Half (1/2) of  
Lot Two (2) North 41 feet and 3-7/8 inches of East 50 feet of the  
West 666.79 feet of Lot Three (3) in Block Four (4) in Washington  
Heights Subdivision of the South One Hundred (100) acres of Section  
8, and the East Half (1/2) of the Southeast Quarter (1/4) of Section  
7, Township 37 North, Range 14, East of the Third Principal Meridian  
in Cook County, Illinois

3603312

P.I.N. 25-07-404-047 HAD

C/K/A: 1644 W. BEVERLY GLEN PARKWAY  
CHICAGO, IL 60643

Section 7 Township 37 North, Range 14 East of the  
Third Principal Meridian, Cook County, Illinois.

GREATER ILLINOIS TITLE COMPANY  
One North LaSalle St. Suite 1230  
Chicago, Illinois 60602

CHICAGO, ILLINOIS MARCH 30 1987

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(10-84) CCDCH-6

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK } ss.

3603312

SAMUEL S. BERGER

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 .....  
December 23,  
86  
in the year of our Lord, one thousand nine hundred and ..... and of the Independence  
eleventh  
of the United States of America, the two hundredth and .....

PRESENT: - The Honorable SAMUEL S. BERGER .....  
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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Case No. 12-00000

Case No. 12-00000

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Tylerj:8/5/86

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

IN RE THE MARRIAGE OF )

DEAVAY TYLER, )

Petitioner, )

and )

No. 83 D 24578

LUCILLE TYLER, )

Respondent. )

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD, having been set before this Court for trial and the parties having resolved their differences, and agreeing that this cause be heard as an uncontested matter as in cases of default upon the duly verified Petition for Dissolution of Marriage of the Petitioner, DEAVAY TYLER, the Petitioner being present in open Court and being represented by his counsel, JOEL P. SCHAPS, LTD, and the Respondent LUCILLE TYLER, being represented by her counsel, M. LEE WITTE, of the Chicago Volunteer Legal Services Foundation, the Court having heard the evidence adduced by the Petitioner and the Respondent had having heard arguments of counsel and being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.

2. That the Petitioner was at the time of commencement of this action a resident of the State of Illinois, and such residence has been maintained for in excess of ninety (90) days

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*Sari Juley*

*No rights or fees*

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**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into August \_\_\_\_, 1986, at Chicago, Illinois by and between LUCILLE TYLER (hereinafter referred to as "Wife"), residing in Chicago, Illinois, and DELVAY TYLER (hereinafter referred to as "Husband"), residing in Chicago, Illinois.

**R E C I T A L S**

A. The parties were lawfully married on November 13, 1972 at Chicago, Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties as a result of which they have separated, and they now live separate and apart from each other.

C. That three children were born to the parties as a result of their marriage, namely, DELVAY, JR., born January 15, 1974, NASH SHAWN, born November 17, 1975 and DONAVAN PAUL, born October 31, 1978. That no other children were born to or adopted by the parties as a result of the marriage and the wife is not presently pregnant. The Husband and Wife agreed that each is a fit and proper person to have the custody of the children.

D. The Petitioner has filed, against the Respondent, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket No. 83 D 24878. The case is entitled: In Re the Marriage of Delvay Tyler, Petitioner, and Lucille Tyler, Respondent, and that case remains pending and undetermined.

F. The parties hereto consider it in their best interests

*Lori Jewley*

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to settle between themselves now and forever the matter of maintenance for the Wife and the Husband, the matters of custody, support, visitation, medical and related needs and the education of the children of the parties and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship, now or previously existing between them, and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. The Wife has employed and had the benefit of counsel of M. Lee Witt, of the Chicago Volunteer Legal Services Foundation, as her attorney. The Husband has employed and had the benefit of Joel P. Schaps, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been informed of his or her respective rights in the premises.

G. It is specifically understood by the Husband and the Wife that this agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit

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of anyone else. It is not intended by either the Husband or the Wife that any persons be third-party beneficiaries of this agreement now or in the future. Any benefits which may be conferred upon any persons arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this agreement.

NOW, WHEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

## ARTICLE I

### Right of Action and Incorporation of Recitals

- 1.1. The foregoing recitals are made a part of this agreement.
- 1.2. This agreement is not one to obtain or stipulate a dissolution of marriage.
- 1.3. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by the Husband. The Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the Wife.

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*Dore Juley*

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## ARTICLE II

### Child Custody and Visitation

2.1. The Wife have the sole custody and care of the minor children.

2.2 Both the Husband and the Wife will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation and vacation programs hereinafter set forth to accommodate the social and school commitments of the children.

2.3. It is agreed by and between the parties that they will always conduct themselves in such a manner as to be conducive to the welfare and best interest of the minor children. The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education and upbringing, with the view to arriving at a harmonious policy to promote the children's best interest.

2.4. Each party shall keep the other informed as to the exact place where each of them resides, the phone numbers of said residence, his or her place of employment, the phone numbers of said place 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 shall provide a phone number where he or she can be reached.

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*Lara J. Wiley*

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2.5. The Wife shall advise the Husband of any serious injury or illness suffered by the minor children as soon as possible after learning of same. The Wife shall direct all doctors involved in the care and treatment of the minor children to give the Husband all information regarding any illness or injury if the Husband requests same.

2.6. The Husband shall have reasonable and liberal visitation with the minor children and he shall provide the Wife with adequate notice of his intention to exercise same. Said visitation shall include but not be limited to alternate weekends, alternate legal holidays, Father's Day, alternating children's birthdays, and up to three weeks uninterrupted visitation during the summer. The Wife shall not unreasonably withhold visitation from the Husband. If the parties cannot agree upon the specific form and content of visitation, the same shall be determined by a court of competent jurisdiction upon proper notice and petition.

ARTICLE III

Support of Children and Related Matters

3.1. That based on the Husband's net income of \$1,916 per month and the Wife's net income of \$1,107 per month, net the Husband shall pay to the Wife, as and for child support the sum of ~~of his net pay, which is now \$613.00 per month~~ <sup>which is 32% of net pay</sup> payable on the 1st and 20th of each month installments of \$306.50. Said payments shall be made through the Clerk of the Circuit Court. Payment through the Clerk shall commence with the pay period immediately following the entry of this Judgment. No notification from the Clerk's office is required.

3.2. The Husband's obligation for the support of the

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minor children shall continue until the oldest children attains full emancipation as defined in Article VI of this agreement at which time the child support shall be reduced to a sum equal to 25% of the Husband's net income. That upon the KASH SHAWN's attaining emancipation as defined in Article VI of this agreement, at which time the child support shall be reduced to a sum equal to 20% of the Husband's net income. That upon the youngest child, Pennavan reaching emancipation as defined in Article VI of this agreement, the Husband's obligation for support shall terminate.

3.3 Net income shall be determined pursuant to Section 505 (a) (3) of the Illinois Marriage and Dissolution of Marriage Act.

3.4 Pursuant to Order of Court there is an arrearage due and owing of \$1,200 and that said arrearage is to be paid at the rate of \$25.00 per pay period, concurrently with regular child support payments, until paid in full. Should the Husband fail to make a payment on this arrearage, the entire outstanding balance shall be due immediately. The Husband has alleged that he is current in his support payments, but has misplaced copies of many order receipts. In the event the Husband can obtain copies of said missing receipt, the Court reserves jurisdiction to modify the aforementioned arrearage of \$1,200.00.

3.5 The Order of Withholding heretofore entered shall be quashed and held for naught. However, in the event the Husband is more than thirty days late in his support payments the Wife shall have the right to obtain a new Order of Withholding.

3.6 The parties agree to alternate the children's custody for income tax purposes, with the Husband claiming two of

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*[Signature]*

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the minor children in even-numbered years, commencing with the year 1986, and the Wife claiming one of the minor children in even-numbered years, commencing with 1986. Commencing with the year 1987 and all odd-numbered years the Wife shall be entitled to claim two of the children as dependents and the Husband shall claim one of the minor children as his dependent. In the event either party becomes unemployed the other party shall be entitled to claim all three children as exemptions. The parties shall sign all necessary forms as deemed necessary by the Internal Revenue Service to effectuate this provision.

## ARTICLE IV

### Medical, Dental, Optical and Related Expenses of the Child

4.1. The Wife shall be responsible for and shall pay for the ordinary medical, dental, and optical care of the minor children and one-half of the orthodontic care of the minor children. The Husband shall be responsible for and shall pay for the extraordinary medical, dental and optical care of the minor children and one-half of the orthodontic care of the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except as required in the treatment of serious illness), dental prophylaxis and the like.

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*Don Dewey*

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In the event of serious illness of the children the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, the Wife shall consult the Husband before incurring expenses in any of those connections. It is understood by both parties that the Wife's obligation to consult the Husband before incurring expenses in any of those connections shall not apply in cases of emergency where the child's life or health may be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, prior to incurring said expense.

4.2. That each of the parties shall maintain medical insurance for the benefit of the children, until their obligation to support and/or educate the children terminates. All medical bills are to be submitted to both insurance companies for payment and the Wife shall be responsible for unreimbursed ordinary medical expenses and the Husband shall be responsible for the unreimbursed extraordinary medical expenses as provided in 4.1. The payer of any expense is explicitly authorized to deal directly with the other party's insurer. The insurers are explicitly authorized to directly reimburse the party who has actually paid the claimed expenses.

#### ARTICLE V

##### Education of the Children and Related Matters

5.1. Each of the parties shall be responsible for the college education expenses of the children and the obligation is apportioned upon the following:

A. That the children at that time have the desire and aptitude for college;

B. That the college is limited to four consecutive years.

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after graduation from high school, except the time shall be extended in the case of serious illness or military service;

C. The children carry the required number of courses 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 prescribed by said school.

D. That each of the parties has the financial ability to pay for each college or school expenses.

E. The decision affecting the education of each child, including the choice of schools 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.

F. 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 VI

Emancipation Event

6.1. With respect to the child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time the parties obligation for the child as detailed in this agreement shall terminate:

- (a) The child's reaching majority or completing High School, whichever last occurs;

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*[Signature]*

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(b) The child's marriage;

(c) The child's having a permanent residence away from the permanent residence of the Wife. A residence at boarding school or camp shall not 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 such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;

(f) 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 college, professional or trade school shall not be deemed an emancipation event.

ARTICLE VII

Engagement

7.1. Each of the parties has had issued on their lives certain policies of insurance through their employment. In connection therewith, each of the parties shall accomplish the following:

(a) Name the minor children as irrevocable beneficiaries during their minority or until they are completely emancipated as defined in Article VI, or until their obligation to educate the children terminates. The Husband shall maintain at least \$70,000 life insurance coverage until the youngest child reaches majority. The Wife shall maintain at least \$5,000 in life insurance coverage until the oldest child reaches majority. The parties shall name each other as irrevocable trustees of insurance funds payable to the minors.

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(b) That as long as said policy of life insurance is available through their employment, the parties shall execute all documents when required or to keep said policy fully effective.

ARTICLE VIII

Maintenance

8.1. The Husband and Wife hereby stipulate that each is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to him or her pursuant to this agreement, to provide for his or her reasonable means to maintenance and support. Accordingly each party hereby waives and releases any and all claims against the other for maintenance, alimony and spousal support, whether past, present or future, and the parties hereby stipulate that this Agreement when effective shall terminate and bar each party's right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

ARTICLE IX

Division of Property

9.1. Real Property. Upon the entry of the Judgment for Dissolution of Marriage, the Husband shall convey to the Wife by a proper quit claim deed all of his right, title and interest in and to the former marital residence located at 1544 West Beverly Glen, Chicago, Illinois which is now held in joint tenancy between the parties. Said marital residence is legally

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described on Exhibit A attached hereto.

(a) The Wife shall be responsible for all payments on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said residence and the Wife shall indemnify and hold Husband harmless from any liability therefore, including all attorneys fees and related expenses reasonably incurred with the enforcement of such indemnification

(b) Husband warrants there are no liens or encumbrances against the residence with the exception of the existing first mortgage in the approximate sum of \$43,000. The Husband shall return the Torrens certificate and all other real estate-related papers to the Wife immediately upon entry of Judgment.

9.2. Furniture and Furnishings. Each of the parties waives any interest or rights to any personal property in the possession of the other, with the exception that the Husband shall have the right to remove any of his personal items from the marital residence as listed on Schedule A, attached.

9.3. Automobiles. Upon the effective date of this agreement, if not already accomplished, the Husband shall receive the Renault Alliance automobile and shall assume any indebtedness due and connected with the car and shall hold the Wife safe and harmless from any obligations due and owing in connection with same.

Upon the effective date of this agreement, if not already accomplished the Wife shall receive the Chevrolet Cavalier

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*Lore Jolley*

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automobile and shall assume any indebtedness due and connected with the car and shall hold the Husband safe and harmless from any obligations due and owing in connection with same.

9.4. Pension Plans. The Husband shall have the sole right, title and interest in his Pension plan through his employer, including but not limited to past, present or future contributions, profits, income, interest and principal, whether contributed by the Husband or his employer or both and whether unvested, partially vested or fully vested, free and clear of any and all claims of the Wife. The Wife waives any interest in or right to participate, either directly or indirectly or indirectly, in the Husband's pension plan.

The Wife shall have the sole right, title and interest in her Pension plan through her employer, including but not limited to past, present or future contributions, profits, income, interest and principal, whether contributed by the Wife or her employer or both and whether unvested, partially vested or fully vested, free and clear of any and all claims of the Husband. The Husband waives any interest in or right to participate, either directly or indirectly or indirectly, in the Wife's pension plan.

9.6. Individually Controlled Properties. Except as otherwise provided in this agreement, each of the parties hereto agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or control upon the date of this agreement, including in said

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property, but not limited by, all choses in action, bank balances, money market funds, interests in trust, contract rights, causes of action as to third parties, letters of credit, interests in insurance policies, tax shelters, licenses, patents copyrights, security interests, interests in crops and mineral rights, chattels, pension, profit sharing, retirement and disability benefit rights, and all other property, both real and personal, together with any liabilities associated therewith.

ARTICLE X

Debts and Obligations

10.1. The Husband shall be responsible for any outstanding indebtedness due to the Internal Revenue Service <sup>for the year 198</sup> and to Wickes Furniture and shall hold the Wife safe and harmless from same.

10.2. Each of the parties, unless otherwise provided above, shall be responsible for their own debts incurred since the parties separated on October, 1983.

ARTICLE XI

ATTORNEYS' FEES

11.1. The Husband shall be responsible for the attorneys' of Joel P. Schaps, Ltd., and the Wife shall be responsible for the attorneys' fees of M. Lee Witte, of the Chicago Volunteer Legal Services Foundation.

11.2. The Court reserves for future consideration the petition for attorneys' fees filed by the law firm of Alt & Kagan and Lofner & Cohen and the allocation of said attorneys'

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ices between the parties hereto.

ARTICLE XII

MISCELLANEOUS

12.1. The Husband shall pay to the Wife in partial discharge of her property rights and her claim for damage to her doors the sum of \$300.00 payable within 120 days of the entry of the Judgment.

ARTICLE XIII

GENERAL PROVISIONS

13.1. Mutual Release: To the fullest extent by law permitted to do so, and except as otherwise provided, each of the parties does hereby forever relinquish, release, waiver and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution and community interest and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any

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time hereafter, the other or his or her heirs, personal representatives and assigns, grantees and devisees for the purpose of enforcing any or all of the rights specified in the relinquished under this agreement, and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this agreement, or the rights of either party under this agreement.

13.2. Execution of Documents. Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good 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

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Don J. [Signature]

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of said parties in the manner herein above and provided. If either party hereto for any reason shall fail 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.

13.3. Waiver of Estate Claims Each of the parties, except as herein otherwise provided, hereby waives and relinquishes all right to act as administrator with the will annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property which the other party may die seized or possessed, and should either of the parties hereto die intestate this agreement shall operate as a relinquishment of all rights 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, each of the parties hereto, respectively reserving the right to dispose of testament or otherwise of his or her respective property in any way he or she sees fit, without restriction or limitation whatsoever, except as otherwise provided herein.

13.4. Incorporation of Agreement In the event the Husband or Wife at any time hereafter obtains a dissolution of Marriage in the case presently pending between them, this

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*Lore J. Jolley*

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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 be entered. The Court upon entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this agreement.

13.5. Construction and Enforcement. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a Court or competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this agreement is invalid, the remainder shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement was prepared and executed in Illinois, the children are residents of Illinois and the parties are residents of Illinois. The Husband filed an action for Dissolution of Marriage in Illinois, and the Wife filed her appearance and answer in that action. The parties choose and desire for the sake of certainty as well as other consideration, to be bound by the law of Illinois.

13.6. In the event any Court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceed-

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ing before such Court shall be suspended so that the Husband and the Wife shall have an opportunity to consider said alteration, change or modification by said Court and, if necessary, renegotiate all or part of this agreement.

IN WITNESS WHEREOF, the Husband and Wife have heretofore set their respective hands and seals to this MARITAL SETTLEMENT AGREEMENT, consisting of nineteen (19) pages, this page included, on the day and year first above written.

*Deavay Tyler*  
DEAVAY TYLER

*Lucille M. Tyler*  
LUCILLE TYLER

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*Lori Jewley*

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next preceding the making of this finding.

3. That the parties hereto were lawfully joined in marriage on, to-wit: the 13th day of November, 1972, at Chicago, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That three children were born to the parties by virtue of the marriage, namely: DEAVAY, JR., born January 16, 1974, KASH BROWN, born November 17, 1975 and DONNAVAN PAUL, born October 31, 1978. That there were no children adopted by the parties, and that the Respondent is not presently pregnant by the Petitioner.

5. That the petitioner has proved the allegations contained in his Petition for Dissolution of Marriage by substantial, competent, relevant evidence and that a Judgment for Dissolution of Marriage should be entered.

6. That the Petitioner and Respondent have entered into a written agreement providing for the settlement of matters relating to the settlement of their property rights. The agreement has been presented to this Court for its consideration and approval and is as follows and attached hereto as part of this Judgment for Dissolution of Marriage.

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Patricia J. Hawley

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And the Court having considered the agreement and circumstances of the parties, finds that the agreement was fairly and voluntarily entered into by the parties and is fair and equitable in its terms and provisions and should be approved by the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED and the Court by virtue of the power and authority therein vested and the Statute in such case made and provided, DOTH ORDER, ADJUDGE AND DECREE, as follows:

A. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between the Petitioner DEAVAY TYLER, and the Respondent, LUCILLE TYLER, are hereby dissolved.

B. That the written agreement between the Petitioner and the Respondent hereinabove set forth is made a part of this Judgment for 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, and each of the parties hereto shall perform under the terms of said agreement.

C. That other than the aforementioned, all and singular, the rights of each of the parties hereto arising in, to and against the property of the other, of every kind, nature and description, real and personal, wheresoever situated, both

This is a certified true copy  
Jerr Juley

3603312

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01/01/2008



# UNOFFICIAL COPY

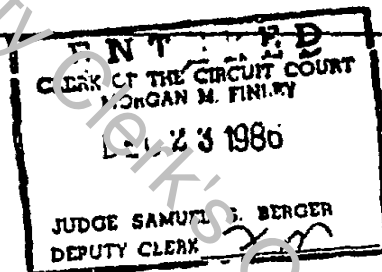
personally owned or hereafter acquired by each of them, including all household goods and furnishings now in the possession of either of them shall cease and determine from and after the entry of the Judgment for Dissolution of Marriage, in the within cause, and the parties hereto shall not have any claim, right, title or interest of any kind in, to, and against the property of the other, after the entry of said Judgment, including all inchoate rights of dower, curtesy, homestead and other interest of either party in and to the property of the other, arising by virtue of the marriage of the parties hereto or otherwise, including all contractual and property rights now existing between the parties hereto, either by virtue of the marriage of the parties or of any contractual relationship.

D. That the Court reserves jurisdiction of this cause for the purpose of entering any orders required in accordance with the terms contained within the judgment for Dissolution of Marriage hereto and hereinabove described.

ENTER:

JUDGE

JOEL P. SCHAPS, LTD.  
448806  
180 North LaSalle Street  
Suite 1801  
Chicago, Illinois 60601  
726-1776



- 4 -

This is a certified true  
copy of the original.

*Jerry Hawley*

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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:**

.....  
.....  
.....  
.....

3603312

in a certain cause lately pending in said Court, between . . . . .

DEAVAY TYLER . . . . . plaintiff/petitioner

and . . . . . LUCILLE TYLER . . . . . defendant/respondent.

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

the seal of said Court, in said County, this . . . . . 30th

day of . . . . . March, . . . . . 19. . . . . 87

*Morgan M. Finley* . . . . . Clerk

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N.I.D.  
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MAR 30 09 3-28  
HARRY (BUS) YOURELL  
REGISTRAR OF TITLES

REGISTERED	IDENTIFIED
REGISTRAR OF TITLES	No.
HARRY (BUS) YOURELL	
G.I.T.	

GREATER ILLINOIS  
TITLE COMPANY  
BOX 116  
# 422-202

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