

UNOFFICIAL COPY

0 6 3 1 0 1 2 Form #20

Certificate No. 1473518 Document No. 3357435F

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1473518 Indicated affecting the
following described premises, to-wit:

Lot 1 and Lot 2 in Block Seventeen (17) in Grant Highway Subdivision,
Ontarioville, Cook County, Illinois, being a part of the West 1/2
of Section 36, Township 41 North, Range 9, East of the Third
Principal Meridian, as per plat thereof registered May 7, 1925
as Document No. 255219

3610121

P.L.N. 06-36-301-001
06-36-301-002

PK 6760 Center, Hanson Pk IL

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

[Signature]

CHICAGO, ILLINOIS 7 23 19 25

3610121

UNOFFICIAL COPY

0 3 0 1 0 1 2 1

Elliot Heidelberg

ATTORNEY AT LAW

7225 LONGMEADOW

HANOVER PARK, ILLINOIS 60103

(312) 289-4000

LEGAL ASSISTANTS

JOAN PRIBSON

SHIRLEY MACK

CHICAGO OFFICE

29 SOUTH LA SALLE STREET

CHICAGO, ILLINOIS 60603

(312) 332-0500

April 20, 1987



Art Wenzel, Attorney
600 N. Meacham
Suite #301
Schaumburg, Il. 60193

RE: The Marriage of Peiffer

Dear Mr. Wenzel:

Please be advised that William Peiffer has paid his legal fees in full and that there are no monies due and owing me.

Very truly yours,



Elliot Heidelberg

Ell:sn

Property of Cook County Clerk's Office

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

LOUIS J. HYDE

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

April 21,

86

LOUIS J. HYDE

PRESENT: - The Honorable
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Property of Cook County Clerk's Office

3810121

*Show no rights
Wife receipt for son's father*

203310121

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. SWEET
APR 21 1986
JUDGE
DEPUTY CLERK
LOUIS J. HYDE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF :

WILLIAM R. PEIFFER, :
Plaintiff

v. :

NO. 86 D 5379

KELLY S. PEIFFER, :
Defendant

JUDGMENT FOR DISSOLUTION OF MARRIAGE

4501

THIS MATTER having come on to be heard on the Stipulation by the parties that it be heard as in cases of default, Defendant having filed her Appearance pro se, Plaintiff being present in open Court in person and by his attorney, and Defendant not being present either in person or by any attorney, and the Court having heard the testimony of the witnesses sworn under oath, DCES FIND:

1. That at the commencement of the within action, the Plaintiff was domiciled in the State of Illinois and has maintained said domicile for at least ninety days preceding the hearing on the within Petition for Dissolution of Marriage.

2. That the Court has jurisdiction of the parties and the subject matter.

3. That the parties were lawfully married on March 13, 1982 at Goodhue, Minnesota.

4. That two children were born to the parties as the issue of the marriage, namely Alicia born July 21, 1983, and Andrew born November 12,

3610121

UNOFFICIAL COPY

0 3 5 1 0 1 2 1

1984; that no children were adopted and Wife is not now pregnant.

5. That the Defendant has without fault or provocation by the Plaintiff been guilty of as charged in the Petition for Dissolution of Marriage.

6. That the parties have entered into a Marital Settlement Agreement respecting their respective rights; that said Marital Settlement Agreement has been received in evidence and has been approved by the parties as being fair, just, reasonable, equitable and satisfactory resolution of the matters contained therein; that the Court has considered and approved the terms and provisions for custody, child support, Maintenance and the disposition of property; that the parties are desirous to incorporate said Marital Settlement Agreement within this Judgment for Dissolution of Marriage; that said Marital Settlement Agreement is as follows: _____

86 D - 45 - 1531 - A

3610121

UNOFFICIAL COPY

STATE OF NEW YORK
COUNTY OF CORTLAND

Kelly being 17 years of age
on upon oath was divorced
case # 1005379 that the judge
sent for dissolution of marriage
that affiant received \$5000
for her interest in the
Florida residential commonly
known as Lake Center, Inc,
Hampden St. St. that the affiant
has received the \$5000 and
has exchanged a deed to
William Peffer.

Chaffee
Kelly J. Peffer
Kelly Chaffee
as Kelly Peffer

Subscribed and sworn to
this 27th day of April, 1981

Notary Public
NOV 1981



GRACE L. BRIANO
Notary Public, State of New York
Qualified in Cortland Co. No. 4808486
My Comm. Expires April 30, 1982

Cortland County Clerk's Office

3610121

UNOFFICIAL COPY

Property of Cook County Clerk's Office

GRACE J. BLANCO
Notary Public, State of New York
Notary No. 00123456789
Notary Commission Expires April 30, 2025



W. R. Peiffer's Ex-1

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of March, 1986, by and between WILLIAM R. PEIFFER (hereinafter referred to as "Husband") and KELLY J. PEIFFER (hereinafter referred to as "Wife"), both parties of the Village of Hanover Park, County of Cook and State of Illinois.

That the said parties are now husband and wife having been married on March 13, 1982.

That irreconcilable differences have arisen between the parties, who are now and have been estranged from each other, and are not living together as husband and wife.

That the husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 86D05379, and this case is pending and undetermined.

That there were born to the parties two children, namely, Alicia born July 21, 1983 and Andrew born November 12, 1984; no children were adopted and wife is not now pregnant.

That the parties hereby consider it to their best interests to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support and any and all other rights growing out of the marriage relationship existing between them and which either of them now has, or may hereafter have or

3610121

UNOFFICIAL COPY

0 3 6 1 0 1 2 1

claim to have against the other, and all rights of any kind, nature and description which either of them now has or may hereafter have or claim to have, in and to any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them.

That husband is being represented by attorney, Elliot Heidelberger, and has had the benefit of his advice and the wife has reviewed this agreement. Further, the wife has been advised of her rights to an attorney of her choice but chose not to retain counsel. Wife further states that she understands that the husband's attorney does not represent her and she has not relied upon any statements he has made.

That each party has made full disclosure to the other of all properties owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their rights in relation thereto.

Therefore, in consideration of the mutual promises and other good and valuable consideration, hereto expressed, the sufficiency of which consideration is hereto acknowledged, the parties hereto agree as follows:

ARTICLE I

Each of the parties hereby waives their right to maintenance—past, present and future.

ARTICLE II

CHILDREN

1. That the wife shall have the care, custody, control and

UNOFFICIAL COPY

0 3 3 1 0 1 2 1

education of the minor children of the parties.

2. That the wife shall continuously inform the husband of the progress, health and school record and activities of the children.

3. Wife shall have the right to remove the children from Illinois in order to take up permanent residence with her in the State of New York.

4. Husband shall have rights of reasonable visitation with said children. Said visitation will occur outside the home occupied by wife and said children. Husband will give reasonable notice of the dates and times of said visitation and also reasonable notice as to when such visitation will be cancelled. Husband will also provide wife with a reasonable indication of where said visitation will take place and its approximate duration.

In addition, when in the State of the children's residence (New York), husband shall have the children for visitation upon reasonable notice to the wife. Husband shall be entitled to up to four weeks visitation during the children's school summer vacation.

5. That commencing with the entry of the Judgment for Dissolution of Marriage, husband shall pay to the wife for the support of the children of the parties the sum of \$600.00 per month.

Commencing on January 1, 1988, the child support paid to the wife by the husband shall increase to \$800.00 per month.

6. That the said payments for the children under this agreement, in addition to any other payments obligatory on the husband, are based on husband's income as described, or gross income of \$1700⁰⁰ p/m and

UNOFFICIAL COPY

0 3 3 1 0 1 2 1

take-home pay of \$ (250 p/100).

7. That the said child support shall reduce from \$800.00 to \$600.00 per month on the occurrence of any of the following, providing the child is not mentally or physically able to care for and support himself:

- a. The oldest child attaining legal majority.
- b. The oldest child's marriage.
- c. The oldest child's death.

8. That the husband shall pay for the extraordinary medical and dental care of the children, inclusive of psychological, psychiatric and optical.

That the term "extraordinary" shall include, without limitation, teeth straightening or major dental work, operations, serious illness requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, or medical supplies (except as required in the treatment of serious illness)

a. That with reference to psychological and psychiatric needs of the children, wife shall not commit the husband to any such responsibility until he is notified of the need for same, and shall have the option to have the children examined, so that this need if existent, may be determined by expert medical, psychological, and psychiatric help, and by joint decision; if the parties do not agree as to such need, this matter shall be submitted to the Court as an emergency matter.

b. That the wife shall also consult with the husband as to the need for other medical attention, except in grave emergency where the

UNOFFICIAL COPY

0 3 3 1 0 1 2 1

life of the child might be imperiled by delay; in the event where the parties do not agree as to whether any expense is extraordinary, the Court shall upon proper Notice and Petition determine same even after expense is incurred.

c. To the purpose of the foregoing, husband shall provide some form of medical and hospital insurance, towards the foregoing purpose and shall provide and supply the wife with some written evidence of same and documents making the use of the insurance immediately available in an emergency.

9. The husband shall be entitled to claim the child, Andrew, as a dependent exemption for Federal Income Tax purposes. The wife shall be entitled to claim the child, Alicia, as a dependent exemption for Federal Income Tax purposes. Neither party shall act contrary hereto so long as support payments are current.

10. That the husband shall keep in effect life insurance with himself as the assured, which insurance shall be in the face value of \$250,000.00; each of the children shall be the irrevocable beneficiary of that amount until child reaches legal majority or finishes college education, whichever comes later.

ARTICLE III

PROPERTY

1. That the wife shall convey to the husband by Quitclaim Deed on the entry of a Judgment for Dissolution of Marriage herein, all of her interest of whatsoever nature, including dower and homestead, in the real estate commonly known as 6760 Center Avenue, Hanover Park,

UNOFFICIAL COPY

0 3 5 1 0 1 2 1

Illinois, which realty houses the marital home of the parties.

2. The furniture, furnishings and similar personal property of the parties contained in their marital residence shall be divided in a reasonable manner between the parties and each of the parties shall be entitled to take his personal effects, clothing, and items of similarly personal nature.

3. Upon entry of the Judgment for Dissolution of Marriage herein, the husband shall pay to the wife, as and for her property rights to the aforementioned marital residence, the sum of \$5,000.00. Said sum is being paid in exchange for the wife's Quitclaim Deed for her interest in and to said premises.

4. That the husband shall pay the following obligations of the parties:

- a. Humana Hospital
- b. Northwest Physicians
- c. Avco Finance
- d. Sears, Roebuck & Co. (2 accounts)
- e. Montgomery Ward
- f. Visa
- g. Master Card
- h. United Financial
- i. Mayo Clinic
- j. J. C. Penny
- k. Great American
- l. CitiBank Visa
- m. Finance America
- n. Morris Klingsporn
- o. Eagle Finance
- p. Atlantic Financial
- q. Northern Illinois Gas
- r. Demuth

5. The husband shall pay to the wife the sum of \$600⁰⁰ to cover one-half of the wife's moving expenses to the State of New

York.

ARTICLE IV

MISCELLANEOUS

1. The parties agree to file a joint Federal and State Income Tax Return for the tax year 1985. Upon receipt of any refund, the sum shall become the sole property of the husband. If any monies are due and owing thereunder, the parties shall be liable for any payment in proportion to their income.

2. That each of the parties agrees that he will, upon demand by the other at any time hereafter, execute any and all instruments and documents necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in this agreement shall constitute a complete adjustment of the property rights and all other rights of the parties hereto.

3. That except as herein provided, each of the parties hereto does hereby forever waive, release, and quitclaim to the other party, all rights of dower, homestead, and all other property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators or assigns,

3610121

UNOFFICIAL COPY

0 3 5 1 0 1 2 1

that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

4. That this agreement shall be submitted to the Court for approval and, if approved, shall be made part of the Judgment for Dissolution of Marriage, and shall be of effect and binding only if a Judgment for Dissolution of Marriage is entered in the said pending case.

5. The parties agree and the Judgment shall provide that the terms hereof, except those relating to the custody and support of children, shall not be modified by any Court hereafter unless the parties consent to such modification in writing.

The undersigned have affixed their signature to each and every page of this agreement on the date shown on page 1.

W. R. P. H.
Signature of Husband

witnessed by Alfred H. DeBerga

Kelly Puffer
Signature of Wife

witnessed by Alfred H. DeBerga

3616121

UNOFFICIAL COPY

0 3 5 1 0 1 2 1

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

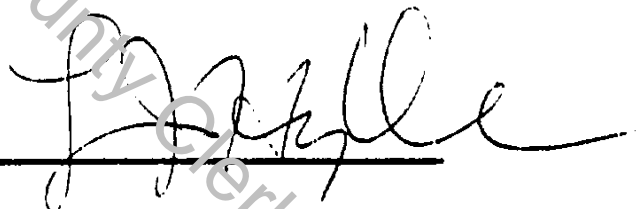
A. That the Plaintiff's Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every proviso therein shall be binding upon the parties as an Order of Court; that each of the parties shall comply with said proviso and shall execute all necessary documents to effectuate said provisos.

C. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

ENTER:

JUDGE



Dated:

Elliot Heidelberg, 70327
7225 Longmeadow Lane
Hanover Park, Il. 60103
289-4000

3510121

UNOFFICIAL COPY

0 3 3 1 0 1 2 1

Property of Cook County Clerk's Office

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;**

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

3610121

in a certain cause lately pending in said Court, between

WILLIAM R. PEIFFER

plaintiff/petitioner

KELLY J. PEIFFER

defendant/respondent.

and

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

the seal of said Court, in said County, this 2nd

day of April, 1987

Morgan M. Finley

Clerk

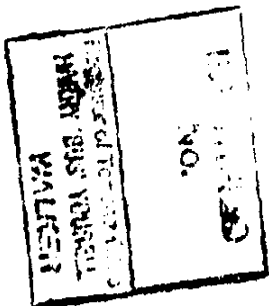
UNOFFICIAL COPY

Property of Cook County Clerk's Office

1423576
NTP

3610121

3610121



Accountants' Title Guaranty Fund, Inc.
 29 S. LaSalle St., Suite 540
 Chicago, Ill. 60603
 312-372-8361