

# UNOFFICIAL COPY

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Certificate No. 1251403 Document No. 2870904 F

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1251403 indicated affecting the  
following described premises, to-wit:

The East 1/2 of Lot 10 in Block 29 in Des Plaines  
Mauve Tract No. 2, in the W 1/2 of Section 17,  
Township 41 North, Range 12, E. of the 3rd P.M.  
at pr 7/14/11 as doc. No. 4793564

FBI-09-17-31 -013  
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3613158

Section 17 Township 41 North, Range 12 East of the  
Third Principal Meridian, Cook County, Illinois.

Wilton H. Jettle

CHICAGO, ILLINOIS May 4, 1987.

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Property of Cook County

MORGAN W. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

Name Richard Kinella  
Attorney for Janet Ogden  
Address 1 N. La Salle  
City Chicago  
Telephone 238-5454

3613468

Approved: *Richard Kinella*  
Attorney at Law  
53

(Address of Judgment Debtor)

*Janet Ogden*  
1987  
67 MAY - 1

and payment, releases the judgment entered on *Janet Ogden* 1987  
against defendant *Janet Ogden* for \$ *1500* and costs.

Release (Satisfaction) of Judgment *Janet Ogden* the *judgment creditor*  
(Assignment of record) having received full satisfaction

defendant

*Janet Ogden*

plaintiff

*Janet Ogden*

No. 8506090

Cook County DEPARTMENT, *Lawrence Division*  
(County) (Municipal) (Division) (District)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

RELEASE (SATISFACTION) OF JUDGMENT-DEFENDANT

CCJ-8

CODE # 80633

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PENALTY IN THE LAW  
CO. AT AN VIOLATION, THE COURT IS SUBJECT TO THE  
THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*Morgan M. [Signature]*  
DATE 5-4-82  
I HEREBY DENY THE ABOVE TO BE CORRECT

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*Joseph P. ...*  
*We ...*

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Attest: MORGAN M. FINLEY, Clerk.

RICHARD M. DALEY, State's Attorney  
JAMES E. O'GRADY  
RICHARD J. FEROD, Sheriff

PLEAS, before the Honorable SAMUEL S. BERGER  
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  
-APRIL 13th  
in the year of our Lord, one thousand nine hundred and  
-87  
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.

STATE OF ILLINOIS  
COUNTY OF COOK  
ss.

UNITED STATES OF AMERICA

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This cause coming on to be heard upon the regular call of the calendar of this Court, upon the duly verified Counter-Petition for Dissolution of Marriage of the counter-petitioner, the counter-petitioner being present in open Court with her counsel, RICHARD A. RINELLA of the law firm of RINELLA and RINELLA, LTD., and the counter-respondent being present in open Court and being represented by his counsel, MARCIA LIPKIN; the Court having heard the evidence adduced by the counter-petitioner in support of her said Counter-Petition; having heard argument of counsel; and being fully advised in the premises, DOH FIND:

JUDGMENT FOR  
DISSOLUTION OF MARRIAGE

NO. 85 D 6090

JACK OGOREK,  
Petitioner and  
Counter-Respondent,  
- and -  
JANET OGOREK,  
Respondent and  
Counter-Petitioner.

IN RE THE MARRIAGE OF

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

STATE OF ILLINOIS  
COUNTY OF C O O K  
SS: )

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

2. That the counter-petitioner and the counter-respondent were residents of the County of Cook, State of Illinois for a period in excess of 90 days prior to the commencement of this action and they have continuously remained residents of the County of Cook and State of Illinois for a period in excess of 90 days prior to the making of these findings.

3. That the parties hereto were lawfully joined in marriage on the 26th day of January, 1967, at Wheaton, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That, as a result of the marriage, one child was born to the parties, namely: VINCENT M., who is emancipated; and that no children were adopted by the parties and the counter-petitioner is not now pregnant.

5. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they separated and have ceased living together as husband and wife.

6. That the counter-petitioner has proved the material allegations of her counter-petition by substantial, competent and relevant evidence; and that a judgment for Dissolution of Marriage should be entered herein.

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7. That the parties have entered into a Marital Settlement Agreement, dated the 10th day of April, 1984, at Chicago, Illinois, concerning the questions of maintenance, the respective rights of each party in and to the property, income or estate of either of them, including a division of all marital and non-marital property and other matters, which Agreement has been presented to the Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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JANET OGOREK, respondent and counter-petitioner;" and said cause  
Marriage of JACK OGOREK, petitioner and counter-respondent, and  
Illinois, known as Case No. 85 D 6090, entitled "In Re The  
Dissolution of Marriage in the Circuit Court of Cook County,  
Marriage against JANET and JANET has filed a Counter-petition for  
D. That JACK has filed a petition for Dissolution of  
they have ceased living together as husband and wife.

C. That unfortunate and irreconcilable differences and  
difficulties have arisen between the parties as a result of which  
now pregnant.

and that no children were adopted by the parties and JANET is not  
to the parties, namely, to wit: VINCENT M., who is emancipated,  
B. That, as a result of the marriage, one child was born  
of DuPage and in the State of Illinois.

A. That the parties were married on January 26, 1967, at  
Wheaton, Illinois, and said marriage was registered in the County  
WHEREAS,

WITNESSETH

State of Illinois.  
as "JACK," both parties being residents of the County of Cook and  
referred to as "JANET," and JACK OGOREK, hereinafter referred to  
THIS AGREEMENT, made and entered into this 10 day of  
1987, by and between JANET OGOREK, hereinafter

OGOREK MARITAL SETTLEMENT AGREEMENT

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is still pending, as no judgment or other final order has been entered in that case.

E. That without any collusion as to the pending case or as to any other dissolution of marriage proceedings which either or both of the parties might later bring, but, without prejudice to any right of action for dissolution of marriage which either of the said parties may have, that both parties consider it to be in their respective best interests to settle by and between themselves the issues of their respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of either party to receive maintenance from the other; and the payment of attorneys' fees and court costs.

F. That JANET has employed and has had the benefit of counsel of RICHARD A. RINELLA of the law firm of RINELLA AND RINELLA, LTD. as her attorney. That JACK has employed and has had the benefit of counsel of MARCIA LIPKIN as his attorney. That each party has had the benefit of the advice, investigation, and recommendations of his or her respective attorney with reference to the subject matter of this Agreement. That each

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brought.

deem necessary or proper and to defend any action which JANET has  
prosecute any action for dissolution of marriage which he may  
action which JACK has commenced. JACK reserves the right to  
her pending action for dissolution of marriage and to defend any  
dissolution of marriage. JANET reserves the right to prosecute  
1.1 This Agreement is not one to obtain or to stimulate a

RESERVATION OF LITIGATION RIGHTS

ARTICLE I

voluntarily agree by and between themselves as follows:  
which is hereby acknowledged, the parties do hereby freely and  
by each to the other delivered, the receipt and sufficiency of  
contained below, and for other good and valuable considerations  
further consideration of the mutual and several covenants  
NOW, THEREFORE, in consideration of the foregoing and in

rights in the premises.

he or she has been fully advised as to his or her respective  
data to counsel. That each party acknowledges to the other that  
and income, both directly and through furnishing of financial  
fully informed the other of his or her wealth, property, estate  
party represents and warrants to the other that he or she has

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3.1 The parties acknowledge that they are presently the owners in joint tenancy of the improved real property commonly known and described as 1022 Rose Avenue, Des Plaines, Illinois, the legal description of which is set forth in "Exhibit A," attached hereto and made part of hereof. The parties covenant and agree that the said improved real property shall be placed forthwith on the open market for sale in such manner as such price, and upon such terms as shall be agreed upon by the parties. In the event of that the parties are unable so to agree, or, if the said improved real property proves to be unsalable at such price or upon such terms, then, the parties shall select an impartial [M.A.I.] appraiser who shall determine the manner, price, and terms of sale. The parties covenant and

## SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

### ARTICLE III

2.1 JANET covenants and agrees to, and hereby does, waive and release any and all right she may have in and to maintenance (alimony), and support from JACK, whether past, present or future.

2.2 JACK covenants and agrees to, and hereby does, waive and release any and all right he may have in and to maintenance (alimony) and support from JANET, whether past, present or future.

## MUTUAL WAIVERS OF MAINTENANCE

### ARTICLE II

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from its present principal balance of approximately which she has reduced the principal balance of the mortgage, (ii) JANET shall receive a sum equal to the amount by

improved real property shall be paid, first, conveyance of merchantable title for the sale of the said reasonably and necessarily incurred by the parties in the all other costs and expenses of a nature and in an amount indebtedness[es], real estate tax prorations, and any and existing mortgage indebtedness[es], existing lien title expenses, state and local revenue stamp charges, appraiser's fees, reasonable attorneys' fees for closing, (i) Real estate brokerage commissions, [M.A.I.]

the following schedule of priorities:  
The proceeds of such sale shall be distributed according to

JANET for rent or other compensation for such use. and occupancy of the premises, free and clear of any claim by premises, JACK shall then have the sole right to possession, use in the event that JANET shall voluntarily remove herself from the any claim by JACK for rent or other compensation for such use. possession, use and occupancy of the premises, free and clear of closing of the sale, JANET shall have the sole right to prospective purchasers at all reasonable times. Pending a premises readily available for inspection by brokers and to effectuate the sale, including, but not limited by, making the the sale by doing any and all acts and things necessary or proper agree that each shall cooperate in the efficient completion of

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estate tax installments and insurance premiums when due, and the due on the mortgage indebtedness against the premises, real shall pay the installments of principal and interest that become of the premises, that party shall be solely responsible for and the period of a party's exclusive possession, use and occupancy 3.2 The parties further covenant and agree that throughout

thirty-five percent (35%) to JACK. parties, as follows: sixty-five percent (65%) to JANE; and (iv) The balance shall be divided by and between the debts after said date.

February 16, 1987 which reduces the balance on any of these sale for one-half (1/2) of any payment made by a party after charge. Each party will be reimbursed from the proceeds of amounts shall be paid by that party who incurred the excess card \$2,100.00. Any balance in excess of the foregoing Express \$100.00; Marshall Field & Co. \$600.00; Visa charge \$619.00; American Airline Credit Union \$1,300.00; American General Hospital bill \$170.00; dental bill - Dr. Varik Federal Savings & Loan home equity loan \$4,700.00; Lutheran \$1,956.00; Carson Pirie & Scott Co. \$2,354.00; Cragin the following loan balances shall be paid: Polk Bros.

(iii) The following marital debts and obligations with JANE has voluntarily vacated the premises. he has reduced the principal balance of the mortgage after premises he shall receive a sum equal to the amount by which \$26,000.00. In the event that JACK shall occupy the

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costs of all minor repairs, decorating, remodeling or landscaping performed on said premises. The parties shall be jointly responsible for and shall jointly pay for all major repairs on the premises with JANET to pay 65% of each said expense and JACK to pay 35% of each said expense. Except in cases of emergency, the party occupying the premises shall give ten (10) days prior written notice to the other party of the necessity of incurring such major repair expenses and shall include with said notice exact copies of any and all estimates which that party has obtained as to the anticipated cost of the work to be performed. For purposes of this subparagraph, a "major repair" shall be defined as any individual repair in excess of \$250.00 and a "minor repair" shall be defined as any individual repair in the amount of \$250.00 or less. In the event that either party pays an amount in excess of his or her respective percentage responsibility for any such major repair, the party so paying shall be reimbursed by the other from the other's share of the sale proceeds of said improved real property in an amount equal to the excess contribution so paid plus interest on the unpaid amount at the then existing statutory judgment interest rate. The parties covenant and agree that there is existing on said residence a first mortgage indebtedness with a principal balance of approximately \$26,000.00. That both parties warrant and represent that except for the first mortgage indebtedness and the home equity loan to Craig in Federal Savings & Loan on said property that neither has incurred any other liens, judgments,

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- (a) Kitchen table;
- (b) End tables;
- (c) Coffee table;
- (d) Sofa;
- (e) Son's bedroom set;
- (f) Tools;
- (g) VCR.

JACK:

Following items which shall be the sole and exclusive property of located in the former marital home of the parties except for the of household furniture, furnishings and fixtures presently his right, title and interest in and to any and all the articles hereby does assign, transfer and set over to JANE and all 3.3 JACK further covenants and agrees that he shall and of the other party.

any additional liens or encumbrances without the written consent and prior to the sale of the residence, neither party shall incur the time that a party has exclusive possession of said residence hold the other harmless from any liability thereon. That during encumbrances or assessments and that party shall indemnify and immediately arrange to pay and discharge said liens, judgments, marriage, upon being notified of same, that party shall are discovered after the entry of a judgment for dissolution of outstanding against said property of his or her making and if any encumbrances or assessments of a special or general nature

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3.7 JACK further covenants and agrees that he shall and hereby does assign, transfer and set over to JANET any and all of his right, title and interest in and to a certain 1985 Oldsmobile Toronado. JANET shall pay, indemnify and hold JACK harmless for the remaining chattel mortgage on said automobile and for any

3.6 Except as provided in this Agreement, each party warrants that he or she has not incurred any other debt or obligation for which the other party could be held liable. Neither party shall hereafter contract any debt or liability, whatsoever, for which the other could be held liable. Hereafter, each party shall hold the other party free, harmless and indemnified of and from any claims, debts, charges or liabilities hereafter contracted by that party.

3.5 JACK shall pay and hold JANET harmless for the following marital debts with the following approximate balances: Citibank Visa, \$1,331.00; Sears, Roebuck & Co., \$156.00; Marshall Field & Co., \$95.00; Montgomery Ward & Co., \$925.00; Main Street Clothing, \$155.00; Madigan's, \$205.00; and Triple A Visa, \$611.00. JANET shall pay and hold JACK harmless for the following marital debt: J. C. Tenney, \$240.00.

3.4 Except as otherwise provided in this Agreement, each of the parties covenants and agrees that each 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 under his or her respective control upon the date of this Agreement, including but not limited to, bank accounts, pension plans, and stocks.

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4.1 JACK covenants and agrees that on or before the entry of a judgment for dissolution of marriage that he shall pay to the law firm of RINELLA and RINELLA, LTD. the sum of \$1,500.00 as and for his total contribution toward the attorneys' fees which

ATTORNEYS' FEES AND COSTS

ARTICLE IV

3.9 The parties shall cooperate in the preparation, execution and filing of joint Federal and State income tax returns for the year 1988. JACK shall pay any taxes due as a result of the filing of said returns and shall hold JANET harmless from any liability arising out of the filing of said returns. In addition JACK shall pay to JANET the sum of \$453.00 which is the amount that she would have received as a refund in the event she had filed a separate return. The payment from JACK to JANET shall be made if not before the sale of the marital residence from JACK's share of the sales proceeds from the marital residence. Said payment is conditioned upon JANET returning the VCR as set forth above to JACK.

3.8 JANET further covenants and agrees that she shall and hereby does assign, transfer and set over to JACK any and all of her right, title and interest in and to a certain 1982 Ford automobile, and JACK shall save, indemnify and hold harmless JANET from any liability or responsibility arising out of the ownership of said vehicle.

Liability or responsibility arising out of the ownership of said vehicle.

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6.1 JANET covenants and agrees that, except as is otherwise provided herein, she shall, and hereby does, waive, remise, and

## GENERAL PROVISIONS

### ARTICLE VI

5.1 Each of the parties agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties, as hereinabove provided, and thereafter, at any time 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 to 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 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 effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

## EXECUTION CLAUSE

### ARTICLE V

Fee shall be a lien against his interest in the marital residence located at 1022 Rose Avenue, Des Plaines, Illinois until paid in full. JACK shall pay and defray, in full, his own attorney's fees and costs incurred by him in this cause.

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6.3 Except as is otherwise provided herein, each of the parties shall, and does hereby, waive and relinquish all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of

6.2 JACK covenants and agrees that, except as is otherwise provided herein, he shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which he now has, or might hereafter assert, against JANET or her property, whether real, personal or mixed, by reason of the marital relationship previously existing between them, or for any other reason. JACK's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

6.1 JANET covenants and agrees that, except as is otherwise provided herein, she shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which she now has, or might hereafter assert, against JACK or his property, whether real, personal or mixed, by reason of the marital relationship previously existing between them, or for any other reason. JANET's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

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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 had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

6.4 To the fullest extent permitted by law, except as is otherwise provided herein, each of the parties shall, and hereby does, forever relinquish, release, waive, quitclaim and grant to the other (or his or her heirs, personal representatives and assigns) all rights of inheritance, descent, distribution, community interest, and any and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship previously existing between them 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, whether in possession or in expectancy, and whether vested or contingent, the party further covenants and agrees for himself or herself,

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Dissolution of Marriage.

6.5 This Agreement shall not be changed, modified or altered by any order of Court after this Agreement has been incorporated into a decree of Dissolution of Marriage, or after it has become effective by the entry of any judgment for

provisions of this Agreement.

his or her heirs, personal representatives, and assigns, that neither of them shall at any time in the future sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph. Each party further covenants and agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party. Each party further covenants and agrees to execute, acknowledge, and to 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 to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this paragraph; provided, however, that nothing herein contained in this paragraph or in this Agreement shall operate or shall be construed as a waiver or release by either party to the other of any obligation on the part of the other to comply with the provisions of this Agreement.

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(SEAL) \_\_\_\_\_  
 (SEAL) \_\_\_\_\_

*[Handwritten signatures]*

seals the day and date first above written.

IN WITNESS WHEREOF, the parties have set their hands and Marriage between the parties.

6.8 This Agreement shall become effective and binding upon the parties only upon the entry of a judgment for dissolution of

devises and grantees of each of the parties.

6.7 This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns,

respects.

6.6 This instrument contains the whole, entire and complete agreement made of the parties; has been examined by each of the parties, assisted by counsel of his or her respective choice; and is believed by each of them to be fair, just and equitable in all respects.

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another.

permanently barred from seeking or receiving maintenance from one  
C. That the counter-petitioner and counter-respondent are

her duties and obligations under the terms of this Agreement.  
each of the parties hereto shall perform any and all of his or  
paragraph set forth verbatim as the judgment of this Court; and  
the same force and effect as if said provisions were in this  
adopted as the orders of this Court to the same extent and with  
of said Agreement are expressly ratified, confirmed, approved and  
this judgment for Dissolution of Marriage; all of the provisions  
April, 1986, and hereinabove set forth in full, is made a part of  
petitioner and the counter-respondent, dated the 10th day of  
B. The Marital Settlement Agreement between the counter-

JACK OGOREK, do, and the same are hereby, dissolved.  
the counter-petitioner, JANET OGOREK, and the counter-respondent,  
Marriage and the bonds of marriage heretofore existing between  
A. The parties are awarded a judgment for Dissolution of

IT IS ACCORDINGLY ORDERED, ADJUDGED and DECREED:

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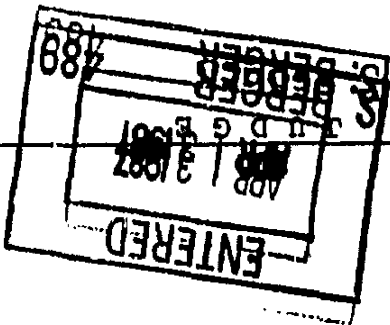
NO. 80633  
RINELLA and RINELLA, LTD.  
Attorneys for Counter-Petitioner  
One North LaSalle Street  
Chicago, Illinois 60602  
236-5454

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Attorney for Counter-Respondent

Attorney for Counter-Petitioner

APPROVED:



ENTER:

hereinabove set forth.

D. This Court expressly retains jurisdiction of this cause for the sole and exclusive purpose of enforcing all the terms of this judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated the 1<sup>st</sup> day of April, 1987, as

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*OK*

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(10-84) CCDCH-6

Clerk

87

MAY

day of

the seal of said Court, in said County, this

1st

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

COUNTER - RESPONDENT  
defendant/respondent

JANET OGOREK

and

COUNTER - PETITIONER  
plaintiff/petitioner

JACK OGOREK

in a certain cause lately pending in said Court, between

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

STATE OF ILLINOIS,  
COUNTY OF COOK  
ss.

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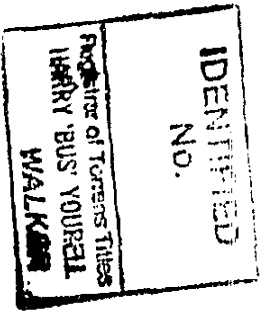
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1997 MAY -4 PM 2:57  
HARRY (DUS) YOURSELF  
REGISTRAR OF TITLES



TUTTLE, VEDRAL & COMPANY, P.C.  
701 N. WEST AVENUE, SUITE 1100  
DES PLAINES, IL 60016

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