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AFFIDAVIT

The undersigned RUSSELL BACHAR and DENISE BACHAR n/k/a DENISE SZYMKOWIAK hereby swears and affirms to the following:

- 1. They were married on <u>June 10, 1979</u> in Cook County,
- 3. During said marriage and thereafter RUSSELL BACHAR never lived in the premises commonly known as 2522 Wood Street, River Grove, Illinois, a copy of legal description is attached hereto.

RUSSELL BACHAR has never had a financial interest of any kind whatsoever in said property adm said property was not homestead property to RUSSELL BACHAR.

Signed and Sworn to June 🚜, 1987.

Carel's faction

Dune Typertowak

Subscribed and sworn to before me this $\frac{1}{2}$ day of June, 1987.

Notary Public

OFFICIAL SEAL*

JAMUS J. CONSTERTINA, JR.

Notary Public, State of Hillinois
My Commission Explices 7/2/03

36233346

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LEGAL DESCRIPTION

Lot Twenty Three (Except the South 6 feet thereof)-----(23)
South 12 feet of Lot Twenty Two-----(22)
In Block One (1) in J. Bell's Subdivision of part of the Sothwest Fractional
Quarter (4) of Fractional Section 26, Township 40 North, Range 12, East of
the Third Principal Meridian (except the South 100 feet lying between Oak and Maple Streets), according to Plat of said Subdivision recorded June 4, 1890, as document number 1281427 in Book 40 of Plats, Page 47, in Cook Described of County Clerk's Office County, Illinois.

PIN# 12 26-319-044

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, 3623346 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 ... JULY 11 and of the Independence Derit Of Cook County Clerk's Office of the United States of America, the two hundredth and PRESENT: The Honorable LOUIS J. HYDE : MORGAN M. FINLEY, Clerk.

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GOUNTY OF GOON

IN THE GIRDUIT COURT OF COOK COUNTY, ILLING AS THE COUNTY DEPARTMENT—BOUNTY RULATIONS DIVISION

IN THE MARRIAGE OF:

POTATION OF A SHAD.

POTATION OF A SHAD.

RUNGELL BACKAR,

RUNGELL BACKAR,

JUDGETT OF DISCOUTTON OF MARRIAGE

THIS MATTER having come on for hearing upon the Petition for Dissolution of Marriage of the Petitioner through her attorneys LEE MASICHSKY & ASSOCIATES: the Respondent RUSSELL BACHAL having stipulated that this cause be heard as in matters of default and having filed his Appearance Pro Se; and the parties having entered into a written settlement agreement as to their rights:

AND THE COURT having heard testimony taken in open Court in support of the allegations contained in the Petition (a certificate of which evidence has been filled heroin), and the Court having considered all the evidence and being fully advised in the premises, FENDS:

362334



- 1. That the Sourt has jurisdiction over the parties and the subject matter hereof.
- 2. That both parties at the time of the filing of said Petition were demiciled and residents of the State of Illinois, County of Cook; and said demicile and recimence has been maintained for ninety (90) days prior to said include the besch.
- 3. That the parties hereto were married on June 11, 1979 and their marriage was registered in Maywood, Illinois.
- 4. That one child was born to the parties as a result of this marriage, namely, JASCH BRADEST BICHAR, born June 23, 1980. No other children were born to or adopted by one parties hardto and the latitioner is not now prognant.
- 5. That Petitioner has established that, without cause or provocation on the part of the Petitioner, the Respondent has been guilty of mental cruelty toward the Petitioner.
- 6. That the parties have entered into an agreement regarding the respective rights of each party in and to the property, decome or estate of the other, including a division of all marital and nonmarital property, including custody, support and maintenance; said agreement has been presented to this Court for its consideration. Said agreement is entered into by and between the parties and is in words and figures as follows:



SEPARATION AGREEMENT

THIS AGREEMENT made in the County of Cook, in the State of Illinois and entered into by and between DEMIJE BACHAR (hereinafter referred to as Mife) and AUSSELL BASHAR (hereinafter referred to as one of the continuous con

MITHESSETH

WITREAU, the parties hereto were lawfully married to each other on the 11th day of June, 1979, in the Village of Naywood, County of Cook, State of Illinois; and

WHEREAS, a Petition for Dissolution of Marriage is pending and undetermined; and

WHITREAS, one child was born unto the Parties, namely: JASON ERADLEY BACHAR, born June 23, 1980, age 4; and

WHEREAS, no children were adopted as a result of this marriage of the parties hereto; and the Wife is not now pregnant; and

WHEREAS, both Farties are fit and proper persons to have the permanent care, custody, control and education of said child; and

WHEREAS, the Parties consider it in their best interests to settle between themselves now and forever their respective rights and claims growing out of their marriage relationship or otherwise existing between them; and

MARKHAD, each Party has had full disclosure to the other of all property and assets owned by each of them and of the income derived therefrom and from all sources and arm fully informed and advised as to their rights in relation thereto; and

and voluntary act with full knowledge of all the terms and provisions contained therein; and

Valuable consideration bereby expressed, the sufficiency of which is hereby acknowledged, the Partice hereto agree as fillows:

- 1. The recitals hereinably set forth are hereby incorporated as an integral part of this Agreement, as if fully set forth.
- 2. The Parties acknowledge that the Mile is a fit and proper person for the permanent care, custody and control of the minor child of the Parties. Subject to the Musband's right of visitation, as naroinafter set forth, the Wife shall have the sole and exclusive control and custody of the minor child of the Parties.
- 3. That the Husband shall have reasonable rights of visitation with the said minor child, the details of which shall be determined amicably between the Parties. Reasonable visitation shall be defined to include every weekend from Thursday evening at 7:00 P.H. until Sunday at noon, and alternate holidays. "Holiday" shall consist solely and exclusively of the following: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Musband shall be permitted visitation every Father's Day.
- 4. The Parties shall have the right to alter, modify and otherwise arrange for other or additional or specific visitation periods, by the line in the small state of the control of the co

ail of which shall be on such specific terms and conditions as are conducive to the best interests and welfure of the child. . The Parties shall cooperate to the fullest extent to encourage the aforesaid visitation of the child with the other Party.

short crips consistent with the aforementioned, provided, however, that the other Porty is reasonably notified of the trip and way of transportation, the time of deporture and return, and the name, address and/or telephone number of waves said shill and the other Party are visiting.

A. The Musband shall may to the Mife as and for shild support, an amount equal to 20% of Musband's income. Said amount is subject tochange or modification by court order according to the change in Musband's salary and income. In addition, Musband shall be responsible for education expenses incurred by said shild while attending Kale Accope. Musband shall pay all extraordinary medical and dental care for the child.

- 7. The Parties shall jointly provide, subject to their ability to pay. for the college expenses of said child.
- 8. The Husband shall maintain in full force and effect his existing life insurance coverage with the minor child of the Parties hereto as irrevocable beneficiary of said life insurance coverage.
- 9. The Husband agrees that he will maintain his existing medical and hospital insurance policies until the minor child reaches the age of majority and shall provide and supply Wife with written evidence and documentation of these policies for the use of the Wife for the benefit of the child.

851/86 1903

10. The Husband shall pay to the Mife as and for temporary maintenance the amount equal to 10% of Husband's income per month for a period of one year following the entry of a Judgment for Dissolution of Harriage or until the Mife becomes quinfully employed, whichever comes first, in any event, saintenance shall bereducte upon death or marriage of the retitioner.

The probabilities opened foregraphy forever waive and release any and all rights and

claims to maintenance and support from the Wife, whether past, present or future.

- The Wife shall have as her sole and exclusive preparty the 1975. The Wife shall have as her sole and exclusive property the 1979 Ford Granada tree und slowers after the shall have as her sole and exclusive property the 1979 Ford Granada tree und slowers and claim thereon by the dusband.
- 12. The household goods and furnishings shall be divided according to agreement between the parties.
- 13. Each Party shall be responsible for their own respective debts and the Wife shall be solely responsible for her actorney's fees.
- 14. Each of the Parties hereto covenants and agrees that each of them shall hereafter and from time to time, execute any instruments in writing which may be necessary or proper to carry into effect any of the terms and conditions of this Asreement, including making available Federal and State Income Tax Returns.
- 15. It is further agreed that all rights, title and interests of each of the parties haveto, of every kind, nature, character and description whatsouver, in such to the property income or estate which the other said party now owns, or may hereafter acquire, except the rights or interests granted to the other party by reason of this property Agreement are hereby released and discharged.

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16. It is agreed that this Agreement shall be made a part of and incorporated in any Judgment of Dissolution of Marriage entered in the sail quality suits.

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LEN MAINWORT & ASKIGIATES #74468 Attornoys at Law 2317 North Jambridgo Uhlcoago, Illinois 60614 (312) 346-3113

WHERETORS, IT IS HUNDER CROSSED, ADJUDOED and DEGREED:

A. That the parties hereto are awarded a Judgment of Dissolution of Harriage and the bonds of matrimony existing between them are hereby dissolved.

and herein set forth in full, is made a part of the Judgment of Dissolution of Marriage and all of the provisions of said agreement are expressly ratified, confirmed and approved and adopted as the orders of this Jourt, to the same extent and with the came force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court and each of this paragraph set forth verbatim as the Judgment of this Court and each of

C. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Parriage including all the terms of the marital Deparation Agreement in writing between the parties as hereinabove set forth.

of DAVIGH if she so desires.

ZHTER:

LEN MASICUSMY & ASSOCIATES #24468 Attorneys for Petitioner 2317 Morth Cambridge Chicago, Illinois 60614 (312) 348-8113

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STATE OF ILLINOIS. COUNTY OF COOK

(10-84) CCDCH-6

1. MORGAN M. FINLEY, Clerk of the Circuit Coare of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby cartify the above and foregoing to be true, perfect and complete

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

in a cartain cause lately pending in said Court, between

DENISE BACHAR.....plaintiff/petitioner

RUSSELL BACHAR defendant/respondent.

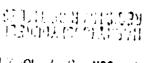
IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 3rd

margan Denly Clerk

Property of Cook County Clerk's Office

3623346



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3623345 MID AMERICA TITLE COMPANY 123 W. Madison Street Chicago, Minois 60600

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