Certificate No. 1347361 Document No. 3068523

TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the Certificate 13473(e) indicated affecting the
following described premises, to-wit: SectionTownshipNorth, RangeEast of the
Third Principal Meridian, Cook County, Illinois.
Timothy Mus
CHICAGO, ILLINOIS July 14 19 87.

363-163

That part of lot 6 in L. Hodges' Subdivisation parts of Sections 16 and 17, Township 41 North, Range 12, East of the Index Principal Meridian, as follows: Commencing at the intersection of the Mesterly line of said Lot with the Southerly line of Rand Road; running twance Southeasterly along said Southerly line one Hundred Forty Two (142) feet, thence Southeasterly along said Southerly line one Hundred Forty Two (142) feet, thence Southeasterly along a line parallel with the Westerly line of said Lot 213.35 feet; thence Westerly line; thence Northeasterly along said Westerly line; thence Northeasterly seventeen (17) feet thereofy takes up a true, which he fortheasterly Seventeen (17) feet thereofy takes up a true, which he fortheasterly seventeen (17) feet thereofy takes up a true for the following true and line by said lines of said logical for the following true and lines of said logical for the following true and lines of said logical for the following true and lines of the said for the following true and lines of the following true and lines of the said for the feet of the following true and lines of the said for the feet of the feet of the following true and lines of the following true and lines of the feet of

Stopperty ox Coof

3634633

363,4633 PLACITA JUDGMENT (10-84) CCDCH-6 STATE OF ILLINOIS. **COUNTY OF COOK** 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 in the year of our Lord, one thousand nine hundred and and of the Independence ca, th.

Delty Of Cook County Clerk's Office Judge of the Circuit Court of Cook County. RICHARD M. DALEY, State's Attorney Attest: MORGAN M. FINLEY, Clerk.

TMD/11/20/86/mah

ATTORNEY #26828

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

IN RE THE MARRIAGE OF	}
HELEN GRIVAS,	\
Petitioner,	\
and	No. 85 D 14585
GEORGE SPIVAS,	
Respondent.	;

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the verified petition of the Petitioner, HELEN GRIVAS, and the Answer of the Respondent, GEORGE GRIVAS, and the stipulation of the parties hereto by their respective attorneys that the above entitled cause may come on for an immediate hearing upon said Petition of Petitioner and Answer thereto of the Respondent and the Petitioner appearing in court in her own proper person and by SCHILLER, DU CANTO AND FLECK, LIMITED, as her attorneys, and the court hearing the testimony of the various witnesses duly sworn and examined in open court, Petitioner offering additional proof in support of the allegations and charges contained in her Petition (a certificate of which evidence having been duly signed and sealed as filed herein), and the Court considering all the evidence and now being fully advised in the premises FINDS AS FOLLOWS:

UNOFFICIAL COPY 0 3 5 3 4 6 3 3

- 1. That this Court has jurisdiction of the subject matter and the parties hereto.
- 2. Petitioner, HELEN GRIVAS, is now, was at the time she filed her Petition herein and for more than one year immediately and continuously prior to the commencement of these proceedings has been domiciled in the County of Cook and State of Illinois.
- 3. That the parties hereto, HELEN GRIVAS and GEORGE GRIVAS were lawfully joined in marriage at Chicago, Illinois on November 7, 1965 and lived together as husband and wife from the time of the marriage until on or about January 1, 1986.
- 4. That the grounds for this dissolution are irreconcilable differences.

.

が一般を開発しています。

5. That the following children were born as a result of the said marriage and that set opposite their names are their respective birth dates:

NAME BIRTH DATE

Peter September 12, 1965

Tania August 20, 1967

That said children are now living with the Petitioner. No children were adopted by the said parties during their marriage and the Petitioner is not pregnant.

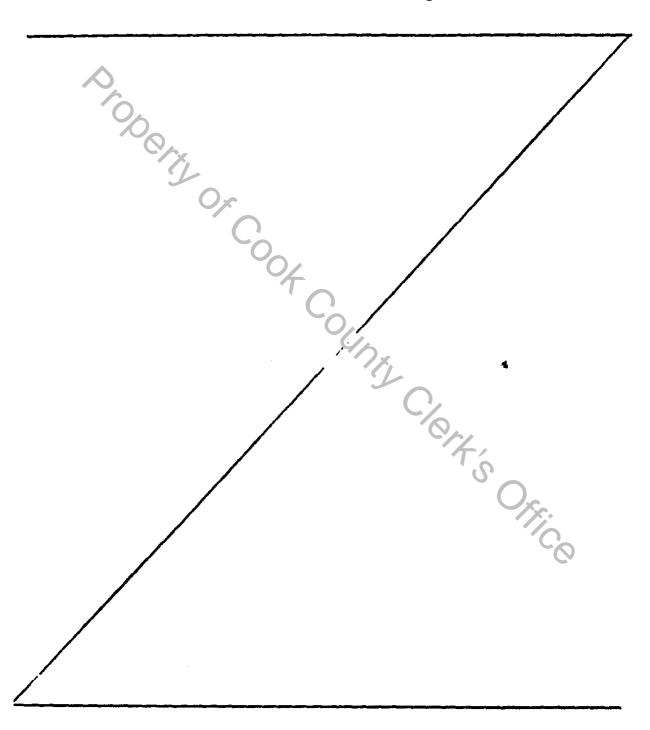
6. That the Petitioner and Respondent have entered into a written agreement dated September 24, 1986 settling, adjusting and determining the property rights and questions of the waiver

634633

UNOFFICIAL COPY

0 3 5 3 4 6 3 3

of maintenance. Said agreement has been presented to this Court for its examination and is in words and figures as follows:



SEPARATION AGREEMENT

THIS AGREEMENT made and entered into this 24th day of September, 1986 by and between HELEN GRIVAS hereinafter referred to as the "Wife" and GEORGE GRIVAS hereinafter referred to as the "Husband"

withesseth:

WHER 245:

- A. The parties hereto were lawfully married at Chicago, Illinois on November 7, 1965.
- B. Unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased to live together as Husband and Wife.
- C. There is pending and undetermined an action for dissolution of the marriage between the parties. This action is pending in the Circuit Court of Cook County under Case No. 85 D 14585.
- D. Without any collusion as to any dissolution of marriage proceeding between the parties (but without prejudice to any right of action for dissolution of marriage which either party has) the parties hereto consider it in their best interests to settle between themselves now and forever the question of maintenance (formerly called alimony) of the parties, the respective rights of marital and non-marital property, dower, homestead and any and all other rights of property growing out of

0 3 6 3 4 6 3 3

the marital or any other relationship now or previously existing between the parties and which either of them now has or may hereafter have or claim to have against the other, 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, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them.

E. Each of the parties have had the benefit of counsel and advise of their respective attorneys. 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 to formed of the wealth, property, estate and income of the other, both directly and through furnishings of complete financial data to counsel, and that each is conversant with all of the wealth, property and income possessed by the other and the value thereof

NOW, 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 do hereby freely and voluntarily agree by and between themselves as follows:

03634633

RIGHT OF ACTION

This Agreement is not one to obtain or stimulate a dissolution of marriage. Both parties reserve their rights to prosecute or defend any action that they deem necessary, proper and just.

The parties agree that nothing in this Agreement provided shall have the effect or be construed to limit, release or relinquish the obligations of either party so long as the parties are Husband and Wife.

Marties' Provision

MAINTENANCE

- 1. Both parties possess sufficient property, including marital property apportioned to them herein, to provide for their reasonable needs and are able to support themselves through their current employment, and therefore, are not satisfied to maintenance.
- 2. That the Wife hereby waives any and all rights to maintenance, past, present and future.
- 3. That the Husband hereby waives any and all rights to maintenance, past, present and future.

PERSONAL PROPERTY

A. CASH. Except as otherwise provided in this Agreement, each party shall be the sole owner of all amounts they have in their own checking, savings, and/or passbook accounts. Any joint

checking, savings or passbook accounts are to be closed and the amounts divided equally between the parties.

B. AUTOMOBILES. The Husband shall be the sole owner of the 1985 Cadillac Seville and shall be responsible for all liabilities and encumbrances related thereto.

The Wife shall be the sole owner of the 1978 BMW 320i, the 1978 Oldsmobile station wagon and the 1978 Cadillac and shall be responsible for all liabilities and encumbrances related thereto.

Each party shall execute all necessary documents to transfer title to the aforementioned vehicles in accordance with the aforegoing.

c. PERSONAL PROPERTY FROM THE MARITAL HOME. (i) To the extent that the Wife possesses any of the Husband's personal papers, diplomas, certificates, citizenship papers, pictures, and slides, said documents shall be returned to him instanter. In addition, the Husband shall receive the curtains from the residence as his sole and separate property. The Wife shall receive the fine china, silver and crystal as her sole end separate property. (ii) All of the rest of the furniture, furnishings, lawn and garden equipment, tools, appliances and other similar personal property and effects are to be divided equally between the parties by agreement. In the event the parties shall fail to agree they shall submit this issue for arbitration to Arnold Stein and John Damisch. In the event the

UNOFFICIAL COPY 3 3 3 4 6 3 3

arbitrators cannot agree, they will mutually select a third person whose decision shall be binding. (iii) Upon the effective date of this Agreement, the Wife shall return to the Husband the powder room faucet handles and the chandelier. Wife shall have this property reinstalled in the 2201 Birch, Park Ridge, Illinois residence. (iv) Upon the effective date of this Agreement the Vife shall be obligated to pay the Husband the sum of Thirty Thousand Dollars (\$30,000) over five (5) years in equal monthly payments of five Hundred Dollars (\$500). This obligation shall be free of any interest charges. The Husband shall receive as security for this obligation a mortgage lien against the property located at 1973 Busse Koad, DesPlaines, Illinois and a demand note for \$10,000. Upon the (1) o's failure to pay two (2) consecutive payments on the aforesaid obligation, the Husband shall have the right to foreclose on the Burn Read property and collect on the note to the extent of any unpaid halance. A payment shall be deemed "late" if it is not sent to the Husband within ten (10) days of its due date. The "due date" wall be the last day of each month. A copy of the note is attach hereto as Exhibit "F."

- D. BUSINESS.
- 1. The Husband specifically waives and releases any rights of every kind and nature that he has in any business of the Wife. The Wife agrees to indemnify and hold harmless the Husband

from any and all debts and liabilities of said business including bank loans obtained or guaranteed by the Wife for any business.

2. The Husband is the sole proprietor of a structural engineering business at 709 West Algonquin Road, Arlington Heights, Illinois. The Wife specifically waives and releases any rights of every kind and nature that she has in said business and its assets. The Husband agrees to indemnify and hold harmless the Wife from any and all debts and liabilities of said business including bank loans obtained or guaranteed by the Husband for said business.

- E. GOLD COINS. The Wife shall have any gold coins including Canadian Maple Leafs and South African Krugerrands that are or were in her possession without any accounting to the Husband.
- F. IRA ACCOUNTS. Each of the parties have IRA accounts which they shall retain. The Wife releases and waives any rights or interests which she has in the IRA accounts and Keogh of the Husband. The Husband releases and waives any rights or interests which he has in the IRA accounts of the Wife.
- G. STOCKS AND BONDS. The Wife shall have any stock which she may have an interest in other than an interest with her Husband.

REAL PROPERTY

A. The parties are the full or partial owners of the

following parcels of real estate:

- 1. 100% beneficial interest holding to the marital residence at 2201 Birch, Park Ridge, Illinois. See legal description attached hereto as Exhibit "A."
- 2. 100% beneficial interest in the apartment building at Rand Road Des Plaines, Illinois ("Rand Road"). See legal description attached hereto as Exhibit "B."
- 3. 33-1/3% interest in house and lot at 1973 Busse Road, in Des Plaines, Illinois. See legal description attached hereto as Exhibit "C."
 - 4. 100% interest in 5 acres vacant land in New Mexico.
- B. It is the intention and desire of the parties to equally divide said real property and in order to echieve said result the parties agree as follows:
- 1. Upon the effective date of this Agreement, the Husband shall convey, by quitclaim deed, and assignment of beneficial interest all of his right, title and interest in the Mand Road property to the Wife. Further, the Husband shall execute and tender a bill of sale to the Wife transferring all personal property contained in said building to the Wife. A copy of said bill is attached hereto as Exhibit "G." Other than the first mortgage encumbrance, the parties mutually acknowledge that there are no other liens, encumbrances, or clouds against said property which did not appear of record at the time the parties took title

to or acquired a beneficial interest in, said property. If there are subsequently found to be any liens, encumbrances, of clouds of title against said property other than as set forth above, the party responsible for said lien, encumbrance or cloud shall immediately pay said debt or take such steps to remove said lien, cloud or encumbrance. With respect to this property, the following is part and parcel of the Agreement between the parties:

- (a) Upon the effective date of this Agreement the Wife shall pay and defray and to solely responsible for the present and future payment of all liabilities not heretowith incurred with regard to the ownership of the property including the mortgage, real estate taxes, real estate insurance and operating costs. The Wife agrees to hold the Husbani free and harmless for these obligations. The Husband warrants that an outstanding painting bill of approximately \$1,100 and plumbing bill of approximately \$885 have been paid in full. If it later appears that these two obligations have not been fully paid, the Husband shall immediately pay, be solely responsible for, and indemnify and hold the Wife harmless for the these two obligations. The Husban further warrants that the payment of all liabilities are current as of the effective date of this Agreement.
- (b) As of the effective date of this Agreement, the Wife shall be solely responsible for the collection of all rents from

this property. The parties agree that said funds shall be the sole property of the Wife.

(c) The parties acknowledge the existence of certain accounts into which rents received are placed and out of which operating expenditures, real estate taxes and mortgage payments are made. With respect to the liabilities incurred prior to the effective date of this Agreement pertaining to the ownership and operation of this property, but yet to be billed to either of the parties, the funds contained in the aforesaid operating accounts shall be used to pay these obligations. An accounting of the funds contained in this account and disbursement made from this account between the effective date of this Agreement and October 30, 1986 will be made. In the event funds remain in this account as of October 30, 1986, after the payment of the liabilities incurred prior to this Agreement, but not billed to either party until after the Agreement, the remaining funds shall be divided between the parties equally. In the event the funds contained in the accounts are insufficient to satisfy the liabilities incurred prior to the effective date of this Agreement, but not villed to the parties until after the Agreement, the parties shall be equally responsible for the payment of the deficiency.

医神经管 网络多数自然 经证明 法国籍 医神经炎 医喉神经炎 医神经炎 医神经炎 医神经炎

(d) Upon the effective date of this Agreement the Husband shall tender to the Wife all books, records, bills, and other documents relating to the operation of the property. Upon the

n 3 6 3 4 6 3 3

effective date of this Agreement, the Husband shall also tender to the Wife all original account statements and cancelled checks for the operating accounts for the period of January 1, 1985 to date. The Husband shall further execute all the necessary documents to title all of the operating accounts in the Wife's name and entitle her to write checks or otherwise withdraw funds from said operating accounts.

- (e) The Husbard shall assign to the Wife all mortgage escrow accounts, if any exist, for the real estate taxes and insurance which shall be used to pay accrued taxes and insurance yet to be billed. The Wife shall be solely entitled to any income tax credits, deductions, and declarations of depreciation as a result of the ownership and operation of this property.
- (f) The Wife waives any right to an accounting, other than as specified in this Agreement, for the rents and disbursements relating to the ownership of and operation of the property.

2. Upon the effective date of this Agreement, the Wife shall convey, by quitclaim deed and assignment of beneficial interest all of her right, title and interest in the residence commonly known as 2201 Birch, Park Ridge, Illinois. The Husband shall pay and defray and be solely responsible for the present and future liability for the mortgage, real estate taxes and insurance with regard to said residence. The Husband indemnifies and holds the Wife harmless for these obligations. The Wife

03634633

shall assign to the Husband all mortgage escrow accounts, if any exist, for real estate taxes and insurance which shall be used to pay the accrued taxes and insurance yet to be billed. Husband shall be solely entitled to any income tax credits and deductions as a result of the mortgage and real estate tax payments under this subparagraph. Other than the first mortgage encumbrance, the parties mutually acknowledge that there are no other liens, encumbrances or clouds against said property. Ιf any of the aforesaid are later found to exist, the party responsible for said lien, incumbrance or cloud shall immediately pay said debt or take such steps to remove said lien, cloud or encumbrance. Upon the effective date of this Agreement, the Wife shall tender a bill of sale to the Hurband with regard to certain articles of personal property. A copy of said bill of sale is attached hereto as Exhibit "H."

3. Upon the effective date of this Agreement, the Husband shall convey, by quitclaim deed and assignment of tempficial interest, all of his right, title and interest in the property commonly known as 1973 Busse Road, Des Plaines, Illinois to the Wife. The Wife shall pay and defray and be solely responsible for the present and future liability for the mortgage, real estate taxes and insurance with regard to this property. The Wife indemnifies and holds the Husband harmless for these obligations. The Wife shall be solely entitled to any income tax

UNOFFICIAL COPY 0 3 5 3 4 6 3 3

credits and deductions arising out of the ownership of said property, real estate tax payments and mortgage payments. The Husband shall assign to the Wife all mortgage escrow accounts, if any exist, for real estate and insurance which shall be used to pay the accrued taxes and insurance yet to be billed. The Husband waives any right to verify an interest of the Wife's sister and mother in this property.

Mexico. Both parties shall have an option to purchase said property from the other. If the parties cannot agree on the terms of said purchase, this property shall be sold for the best available price and the proceeds divided equally. Until the property is sold to one of the parties or to a third party, the parties shall be equally liable for the parties of all liabilities attributable to their ownership of said property. The parties shall also be entitled to each claim one-half of the income tax credits and deductions including, but not limited to, the real estate tax payments. Upon the sale of the property, the parties shall claim one-half of the income received from the transaction pursuant to the applicable federal and state laws regarding the sale of capital assets.

以外的1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年,1000年

5. The parties hereby elect to have all transfers of property which are made pursuant to this Agreement treated for income tax purposes in accordance with the provisions of Section

0 3 6 3 4 6 3 3

Said section permits parties to divorce actions to transfer appreciated properties between them with no current taxation thereof as "taxable events," such transfers as are undertaken to be treated in the same manner as a "gift" between spouses. The parties further agree to execute any and all other documents which may hereafter be required by the Secretary of the Treasury or his delegate to effect said election.

EDUCATION OF CHILDREN

- 1. The Husband and Wife have two children as a result of the marriage, PETER and TANIA. Poth children are of majority and are currently enrolled in undergraduate colleges in a pre-medicine curriculum.
- 2. The Husband and Wife shall each pay one-half of the said curriculum undergraduate costs of the room, board, transportation (limited to three (3) round trips per year), tuition and books at the schools at which the children are currently enrolled not covered by scholarship, grant, or scudent loan. When the children are not at school during recess periods, the party with whom the child resides will pay all of that child's necessary expenses.
- 3. Neither party shall be obligated to pay in excess of one-half of the undergraduate costs of room, board,

UNOFFICIAL COPY 3 3 4 6 3 3

transportation, tuition and books regardless of their ability to pay same.

- 4. There is presently an outstanding bill with PETER's account with the University of Chicago for PETER's undergraduate education. The Husband shall pay one-half of this bill immediately.
- 5. The method and timing of payment for the children's college education shall be as follows:
 - a. For TANIA's undergraduate education, she shall submit an advance estimble of her college expenses by June 15th prior to the beginning of the school year.
 - b. The bills for the children's college education shall be submitted to the Husband and to the Wife and each of the parties shall pay their one-half share within thirty (30) days of the receipt of the bill.
 - c. Both the Husband and Wife shall receive regularly and within ten (10) days of the issuance, a progress report or report cards for each of the children.

TAX CONSEQUENCES

- 1. The Wife shall claim the children as exemptions for federal and state income tax purposes.
- 2. The parties have filed joint federal and state tax returns for the year 1985 and prior years. Both parties shall

03634533

hold the other party harmless from any claim from any federal or state income tax assessment, audit or attorney's fees that may arise by reason of each of said parties' employment as set forth above.

UNPAID DEBTS

outstanding bills which includes the North Shore Country Day School. The parties shall also pay one-half of the other outstanding bills including unpaid medical bills, VISA, Town & Country, and Northwestern Griversity bills. The Husband's obligation, however, shall not exceed \$2,000 with regard to the latter obligations. A schedule of the bills is attached hereto as Exhibit "D."

位別の体が発展し、企画機能が近年が発展的な影響として発展しています。

HEALTH INSURANCE

- 1. The Wife currently has health insurance at her place of employment. The Wife shall maintain said insurance coverage for the benefit of the children. The Wife shall cooperate with the Husband in obtaining insurance pursuant to the provisions of the act known as SHIRA.
- 2. Any additional cost due to the coverage for the children over and above the Wife's basic coverage shall be shared equally by the parties.
 - 3. Husband shall pay for any coverage incurred by him.
- 4. Any extraordinary medical, hospital or dental expenses not otherwise covered by insurance that is incurred by the

children while they are in undergraduate school and before they reach age 23 shall be shared equally by the Husband and Wife.

LIFE INSURANCE

The Husband has had life insurance policies issued with a face amount of \$15,000. The Husband shall name the children, TANIA and FETER as the irrevocable beneficiaries of the said life insurance policy until TANIA reaches age 23. TANIA and PETER shall be equal beneficiaries of the said policies.

ATTORNEYS' FEES

Each party agrees to pay their respective counsel in accordance with the Agreement with them, as and for his or her attorneys' fees, plus all costs indurred in this action for dissolution or otherwise, to effectuate this agreement.

GEORGE GRIVAS shall pay to BARCLAY, DAMISCH & SINSON, LTD., in addition to any sums previously paid, the further sum of \$10,000.

HELEN GRIVAS shall pay to SCHILLER, DU CANTO AND FLECK, LIMITED, in addition to any sums previously paid, the further sum of \$7,500.

RELEASE

To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives

and assigns, all rights of dower, inheritance, descent, distribution, community interest, and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reson of the marital relationship existing between the 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, whether marital, non-marital or community property, 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 time nergafter sue the other, or his or her heirs, personal representatives, colatives, grantees, devisees or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be constituted a complete defense to any claim or suit so instituted by either party hereto; and agree to execute, acknowledge and deliver at the request of the other party, or 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 party of any obligations imposed upon, or undertaken by, the other party under this Agreement.

WAIVER OF ESTATE CLAIM

Each of the parties 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 of 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 right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such (ec)ased party, if he or she dies intestate, shall descend to the heirs 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, by testamentary disposition or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

03634633

INCORPORATE - NON-MERGER

This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment of Dissolution of Marriage.

EXECUTION OF DOCUMENTS

Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver 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 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 transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

CONSTRUCTION OF AGREEMENT

- (a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.
- (b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- (c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

- (d) The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- (e) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.
- (f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.
- (g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or the Wife.
- (i) This Agreement is effective upon the date on which the parties reached the agreement orally and on which this Court approved this Agreement, September 24, 1986.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth hereinabove.

Property of County Clerk's Office

0 3 6 3 4 5 3 3

EXHIBIT "A"

2201 Birch, Park Ridge, Illinois

h, be nehip 41, saured at the NE 1/4 S. inge 12 East of cook County, Illino.

PRIN: 9-22-416-007 Lot 45 in Block 3 of L.R. Mc Donald's Park Ridge North, being the N 1/2 SE 1/4 of section 22,

That part of lot 6 in L. Hodges' Subdivision of parts of Sections 16 and 17, Township 41 North, Range 12, East of the Third Principal Meridian, as follows: Commencing at the intersection of the Westerly line of said Lot with the Southerly line of Rand Road; running thence Southeasterly along said Southerly line One Hundred Forty Two (142) feet; thence Southwesterly alond a line parallel with the Westerly line of said Lot 213.35 feet; thence Westerly at right angles to the last described line 137.2 feet to said Westerly line; thence Notheasterly d .id We id Tract

9-16-300-109
9-16-300-110

Office along said Westerly line 249.25 feet to the place of beginning (excepting from said Tract the Notheasterly Seventeen (17) feet thereof).

PRIN: 9-16-350-109

Lots 1 and 2 in Murphy & Noonan's First Addition to Des Plaines, being a Subdivision of part of the North 1/2 of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PRIN: 9-21-107-045

Property of Cook County Clerk's Office 9-21-107-044

363463;

DEBTS

(A)	Northwestern University Division of Student Finance	\$ 244.00
(B)	Nieman Marcus	211.83
(C)	Associated Radiologists Ltd.	15.00
(D)	Maylahn Drennan et. al MDS	35.00
(E)	Health Care Medical	40.00
(F)	VISA	1,216.60
(G)	Town & Country	701.35
(H)	Northview Dertal Group, Ltd.	33.00
(I)	Reingold Cardiology Associates	12.50
(J)	Northwestern Memorial Hospital	134.95
(K)	Northwestern Medical Faculty Foundation	80.00
(L)	Northwestern Medical Faculty Foundation Johnson Orthodontics P.C.	27.00



Instalment Note

(Use with Trust Deed Form CTTC 7)

\$_30,000	Chicago	, Illinois	October 29,	19 86
FOR VALUE RECEIVE	D, promise to pay to	THE ORDER OF BE	ARER	
the principal sum of	hirty	(\$30,000) (\$30,000)		- Dolla
of 12 per cent per	er annum payable in instalments Dollars or n	including principal) nore on the <u>le</u>	and interest) as follows day of December	:19 96_ , an
Pine Jundand and 193/1	er until this note is fully paid except		Dollars or more on the	_letday o
this note shall be first applied to The principal of each of si cent per annum. Said payment	by of	ance and the remainde shall bear interest aft house or trust comp	er to principal. er maturity at the rate of _ pany in _ aclination H e	129 pe
Of the above \$30 set forth below.	,000 principal cas, \$20,0	000 shall be se	cured by a Trust D	med as
Payments made on portion of this note the \$20,000 portion of No interest shall	l accrue provided all ply entire balance shall bed	first applied fully paid, the funts are time far, due plus l	to the unsecured payments shall ap ly made. In the 28 interest from d	\$10,000 ply to
		12		
		C)		:
		70	45	
The neumant of this note:	is secured by trust deed, bearing even			any Truslee on
eal estate in the County of	, Illinois; and it is m remaining unpaid hereon, togeth aforesaid in case of default in the phall occur and continue for three danout notice) in the performance of a waive presentment for payment, notin	agreed that at the el er with accrued inter payment of principal of eys (in which event el my other agreement co	ection of the holder or ho est thereon, shall become or interest when due in deci lection may be made at an ontained in said trust deed.	Iders hereof and at once due and ordence with the
Identification NoCHICAGO TITLE AND T	FRUST COMPANY,			
Ву	Trustee. Assistant Secretary			
	Assistant Vice President			

IMPORTANT!

THIS IS A VALUABLE DOCUMENT! WHEN FULLY PAID, THIS NOTE AND THE TRUST DEED SECURING IT MUST BE SURRENDERED TO THE PARTY OBLIGED TO MAKE THE FINAL PAYMENT. THAT PARTY MUST IMMEDIATELY THEREAFTER PRESENT THIS NOTE AND THE TRUST DEED SECURING IT TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE, IN ORDER TO OBTAIN A RELEASE DEED.

Form 806 Instalment Note — Individual Mortgagor — Interest Included in Payment, R. 11/75

ExhibiTF(1)

Instalment Note

Maker_

Date

Amount \$

Instalment

Last payment due

Received on the within Note the following sum:

	24.A2	2		-		-	 	-		ř				ET.NO	62	-	
		; 	, 		, 	,] [, 	,]	,]	, 		C),				,
	STAPPER													REMARES			
	DAL	0												TV4	a		
	PRINCIPAL	į												MENCENT	į		L
ı	257	Ö												TEST	8		
	INTEREST	į												TERRETY	į		
ı																	
	17.40	61												DATE	82		

Received on the within Note the following sums:

Received on the within Note the following sums:

REMARKS		2	
PRINCIPAL	O Det. O		_
INTEREST PRINCIPAL	0 190		_
DATE	6		

REMARKS

INTEREST PRINCIPAL

0

1

		_	<u> </u>	L	<u> </u>	<u> </u>	<u> </u>	_	<u> </u>	_	_	<u> </u>	L
STAG	2												
	9	1	ı	1		ı	ı	1	ł	i I	1 1		!
REMARKS		D											
2			C		×,								
74	đ			3									_
PRINCIPAL	ž												
EST	٥												
INTEREST	į												

	Ð.,	1	L	1	L _	1	 1	<u>L.</u>	<u>.</u>	L_	1	L	١	L
	DATE	62												
	REMARKS													
	JV4	đ												
	PRINCIPAL	į												
	1837	8												
	INTEREST	4												

REMARKS

INTEREST PRINCIPAL Defin to Defin to

Trust Company

Principal and Interest Payable at the Off ce of

111 WEST WASHINGTON ::TREET CHICAGO 60602

Chicago Title and



TRUSHINGFFICIAL COPY 3

	CTTC 7	THE ABOVE SPACE FOR R	ECORDER'S USE ONLY
THIS INDENTURE, made		19 , between	
Oc.	tober 29.	86	
	Helen Arives	TIE AND TRUST COMPANY and	Illinois corporation doing business in
Chicago, Illinois, herein referre	ons, and Chicago h	esseth:	THE CONTROL OF THE CONTROL OF THE
THAT. WHEREAS the Morte	agors are justly indebte	d to the legal holders of the Instaln	nent Note hereinafter described, said
legal holder or holders being h	erein referred to as Hold	lers of the Note, in the principal sur	n of
			Dellare
	talsmail: FO/DOO+M	ort (#2/19 p f) (1919) date horewith "	Dollars, made payable to THE ORDER OF
BEARER			
from	on the bala	nce of principal remaining from	said principal sum and interest time to time unpaid at the rate
	Submin in magniments (including principal and interest) as	ionows:
120		c	Pollars or more on theday
of Five Hur, dr ad, a	unic 00/200		Dollarseer more on
thugue day of the	Pive Humanied	nutiger @ @big @ @rills -berg exceb.	t that the final payment of principal
and Inggrest, if not source,	shall be due on t	he day of	. All such payments on
semainder to principal provi	d that the principal of	of each instalment unless paid whe	ne ungain principal balance and the nate the rate
of per annum	. arull of said princi	pal and interest being made payal	ble at such banking house or trust
company in	Ux	Illinois, as the holders of	of the note may, from time to time,
in writing appoint, and in spice	pe dispos appointment	, then at the office of	
in said City,		George	Artves
NOW, THEREFURE, the Mort	gagors to secure the payme I this trust deed and the pa	nt of the said principal sum of money is erformance of the covenants and agreem	and said interest in accordance with the ents herein contained, by the Mortgagors
to be performed, and also in consi-	deration of the surv of On	e Dollar in hand paid, the receipt where	of is hereby acknowledged, do by these Real Estate and all of their estate, right,
title and interest therein, s	tituate, lying and oun EOFILLINOIS, to wit:	g in the	COUNTY OF
	•	City of Des P	laipee
LOT ONE AND LOT TWO	in		
n "Exprise and "elemen":	Continue Addition	to Dre Plaines, being a a 21. Tranship 41 Morth,	Rubritation of
the Third Principal	Maridian, accom	ting to Pint themsof req	istripe La, marc determine
ffice of the Registra	of Titles of Co	ok County, Illinois. on	Reptentur 20,
77, as l'ocument muliu	ur 2966666.		•
NUM INSTALLIANT NOON	in in the extent	inal aum of ear, ung. ' ne	the oriscipal was of
the maker. Helen Gri	Man becomes a	m the note should be fi	an unancurad obligation
0,000 and when that 1	s. Duid, then to	the #20.000 belance	The district on file
	05-21-1	07-044-	un ne
which, with the property hereinafter	described is referred to be	rain as the "promine"	710 700
TOGETHER with all improvement	ents, tenements, easements,	fixtures, and appurtenances thereto be	onging, and all rents, issues and profits
estate and not secondarily) and a	ll apparatus, equipment o	r articles now or hereafter therein or	th reon used to supply heat, gas, air latic n, in luding (without restricting the
constituting, water, light, power, re foregoing), screens, window shades,	, storm doors and window	's, floor coverings, inside beds, awning	is the start water heaters. All of the
foregoing are declared to be a part equipment or articles hereafter place	of said real estate whether ed in the premises by the m	r physically attached thereto or not, an ortengors or their successors or assigns si	es, stores and water heaters. All of the dit is agreed that all similar apparatus, tall be considered as constituting part of
(he real estate.			for the purposes, and upon the uses and
trusts herein set forth, free from all said rights and benefits the Mortgago	rights and benefits under its do hereby expressly relea	and by virtue of the Homestead Exempase and waive.	tion Laws of the Sivie of Illinois, which
	. •	•	ring on page 2 (the reverse side of ding on the mortgagors, their heirs.
successors and assigns.	a netent by telefelice an	d are a part itereor and snam be office	duig off the mortgagots, then hens,
	id seal of Mortga	gors the day and year first above wr	itten.
my. —	1	SEAL I	[SEAL]
	1 \$	SEAL Holon Griven	
STATE OF ILLINOIS.			
ss.	a Notary Public in and	for and residing in said County, in the S	tate aforesaid, DO HEREBY CERTIFY
County Cook	THAT	Halan Grivae	
	massanally because to me		and the second s
who foregoing	personally known to me	to be the some person Whose it	ame subscribed to the
	instrument appears	1	proper and acknowledged that
Valuatary	instrument, appeare	ed before me this day in	perion and acknowledged that
, 41911467	instrument, appeare	ed before me this day in sealed and delivered the said Instrum	
G!-	instrument, appears signed, act, for the uses and purpo	ed before me this day in scaled and delivered the said instrum ses therein set forth.	nent asfree and
	instrument, appears signed, act, for the uses and purpo	ed before me this day in sealed and delivered the said Instrum	nent asfree and

RSE SIDE OF THIS TRUST DEED): THE COVENANTS, CONDITIONS AND PROVISIONS REPERRED TO ON PAGE I

THE COVENANTS, CONDITIONS AND PROVISIONS REPERRED TO ON TWGE 1 WHE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep and a premises in good condition and repair, without waste, and fire from mechanic to or other lifen or claims for lifen not expressly subordinated to the lien hereof; (c) pay when doe any indebtodness dicharge of such prior to the premises (low not hereof) and the premises of the control of the premises (low not hereof). The premises is the provided to the lien hereof; (c) pay when doe any indebtodness dicharge of such prior to the interest of the premises (low not hereof) and the premises (low not hereof). The premises of the control of the premises of the control of the premises (low not hereof) and the premises (low not hereof) and premises (low not hereof). The premises of the premises (low not hereof) are premised to the premises (low not hereof) and premises (low not hereof). The premises and the use threes (t) make no material alterations in said premises except as required by law or municipal ordinances.

2. Mortgagors shall pay before any penalty stateches all general tacks, and shall within to Titusice or to holders of the note or assessment which Mortgagors may dealt to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situation or admitten to the contest to so demands or assessment which hortgages the new or to pay in full the indebtedness by the fauture of the holders of the note, under insurance policies payable, in case of loss or damage, to Titusic to the holders of the note, under insurance policies payable, in case of loss or damage, to Titusic provides not less than the note of payable and the produces of the provides of the note, under insurance policies payable, in case of loss or damage, to Titusic provides not less than the note of the note of the note, under insurance policies payabl

preparations for the defense of any threafen d sule or promediag which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be discributed and applied in the following order of priority: First, on account of all costs and expenses inclident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute sectical indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining which on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trus, ded, the court in which such bill is filled may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as elective. Such receiver shall have power to collect the intervention of such receiver, would be entitled to collect such rents, issues and profits of said premises during the pendency of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of me premises during the whole of an part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special when mention of other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosing the whole or in part of: (a) The indebtedness secured hereby, or by an

230 W. MONROE, SUITE 2200 CHICAGO, ILLINOIS 60606

PLACE IN RECORDER'S OFFICE BOX NUMBER

permitted for that purpose

permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obtained to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for at y action omissions betwender, except in case of its own gross negligence or misconduct or that of the agents of employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and defiver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all and obtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested on a coressor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purpority to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which bear and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the descrip persons herein designated as makers thereof.

persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the idential title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through integgors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to meen "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustees Act" of the State of Illinois shall be applicable to this trust deed.

IMPORTANT! FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHICAGO TITLE AND TRUST COMPANY. TRUSTEE, BEFORE THE TRUST	CHICAGO TITLE AND TRUST COMPANY. Truste				
DEED IS FILED FOR RECORD.	Assistant Secretary/Assistant Vice President				
BARCLAY, DAMISCH & SINSON	FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE				

Release

Schiller, Dulanto & Fleck, Helen Greek as shall be deemed

and the contract of
The state of the s
i var singuis of act to did, till sucky
willing the said the most of the said
I me stelle et aine et estelle et estelle et este
120 Conser Man particular super Laplace College
in stratification if he ship bed to be a second
in the addition will be the wife the sine
francisco de la constante de la constante
with in the inext selection relies side.
Level and the first of the court of the second of the seco
The second of the second of the

0
and the second of the second o
en de la composição de la composiçõe de la
en de la composition

		0000	633
SellerCE	ORCE CRIVAS		
		RK RIDGE, ILLINOIS	, in con-
sideration of TE	N (10.00) dged, does hereby sell,	assign, transfer and set over to Buye	
		, the following describe	ed personal property, to-wit:
as of Septe Marriage aw by the Circ Domestic Re but not lim	mber 24, 1986 (dearded to George (duit Court of Coollations Division ited to, the followes, refrigerate	ers and garbage disposals of	Possolution of November 21, 1986 Department, 185) including,
	resaid apartment	•	•
All co	in-operated washe	rs and dryers;	
All bio	cycle recess and		
		Olyny Clark	
that said property is fi and authority to sell: and merchantability a If this bill of sa bound hereby. IN WITNESS	ree and clear of all lien said personal property re hereby excluded. le is signed by more the	nts to Buyer that Seller is the abso s. charges and encumbrances, and the and to make this bill of sale. All is an one person, all persons so signing as signed and sealed this bill of sale a	lute owner of said property, nat Seller has full right, power varranties of quality, fitness, shall be jointly and severally
ILLINOIS	this_21st	day of NOVEMBER	, 19 <u>_86</u> .
	<u></u>	CEORGE GRIVAS	(SEAL)

EXHIBIT No. G

LOS CONTRACTOR DE SESENCIO

(Minde) CAUTION Concell a lite politicate is using or acting inclusive it in Art to antique, in audity is been in bully and it need are arcticuled.	,
Seller, HELEN CRIVAS	
	n con
sideration ofdollars, receipt wi	iereo
is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer. GEORGE	
GRIVAS , of PARK RIDGE	
. the following described personal property, to	o-wil
The personal property described as follows which are located in the residence commonly known as 2201 Birch, Park Ridge, Illinois as of September 24, 1986:	
The dishwasher located in the kitchen;	
The garbage disposal located in the kitchen;	
In refrigerator and stove located in the kitchen;	
The wisher and dryer located in the basement;	
The built-in cabinets located in the kitchen;	
The carpeting; and	
Three (3) air conditioning units.	
Clark's Office	3634633
Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, per and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitted and merchantability are hereby excluded. If this bill of sale is signed by more than one person, all persons so signing shall be jointly and seven bound hereby.	ower ness,
IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at CHICAGO.	

UNOFFICIAL COPY 3 3 4 6 3 3

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this court, by virtue of the power and authority therein invested in the statute in such case made and provided DOES HEREBY ADJUDGE AND DECREE AS FOLLOWS:

- 1. That the bonds of matrimony existing between Petitioner, HELEN GRIVAS, and the Respondent, GEORGE GRIVAS, be and the same are hereby dissolved and the same are dissolved accordingly and the parties are and each of them is heeby freed from the obligations theref.
- 2. That the Settlement Agreement between the parties dated September 24, 1986 and all of its provisions be and they are hereby expressly ratified, approved, confirmed and adopted as the orders of this Court with the same full corce and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court. That said Agreement and all of its provisions are hereby incorporated in this Judgmen:
- 3. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all and singlular the terms and provisions of this Judgment, including all and singular the terms and provisions of the Agreement in writing made by and

between the parties hereto under the date September 24, 1986 as herein before set forth.

JUDGE OFFUTY CLERK

APPROVED:

ATTORNEY FOR PETITIONER

BENTTONER COURS

APTORNEY FOR RESPONDENT

RESPONDENT O

2 Urivas

3634630

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 cettify the above and foregoing to be true, perfect and complete

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

in a certain cause lately pending in said Court, between

HELEN GRIVAS

GEORGE GRIVAS

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this

3rd.,

day of DECEMBER.

19. 86

(10-84) CCDCH-6

Property of Coot County Clert's Office

TURANDA SITE. AERENI BONIA ELEMOL PO RECTORY IDENTIFIED CIAMBRONE

3634633

11 mr 1361 On it lid

3634633