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Form #20

3635054 Certificate No. 1315,251 Document No. TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS: You are directed to register the Document hereto attached 31525/ indicated affecting the on the Certificate_ following described premises, to-wit: athe Heights Doing a subdension of the South 12 of the South East 14 old in Section 34, Township 4) North Rouge 11 East of the Third P.M. Section 3 / Township 42 North, Range // East of the Third Principal Meridian, Cook County, Illinois. CHICAGO, ILLINOIS 7-13 19 87 PIN 03-34-130-003 +

OT RM JAN 7. 1987

Civil Action Number 86 DR 3447 Courtroom 15 DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO

DECREE OF DISSOLUTION OF MARKLACE

n re the Marriage of:

FRANCES K. BLACK,

R. KENT BLACK,

and

Apperance of Parties and was not represented by counsel. Respondent was malled a copy of the Affidavit for Decree Without represented by counsel. Petitioner signed the Affidavit for Decree Without Appearance of Parties and was This matter was reviewed by the Court on January .78er

following findings: The Court has examined the record, and read the Affidavit of the Petitioner and makes the

*9861 '61 The court has jurisdiction over both parties hased upon the Waiver signed on September

The Petitioner was domiciled in Colorado for ninety days before the case was filed.

The marriage of the parties is irrettievably broken. At least ninety days have paractine service.

considered by the Court and is found not to be unconscionable as to maintenance and The Separation Agreement between the parties attached hereto as Exhibit A has been ٠,

division of property.

The Court therefore ORDERS:

property. That the Separation Agreement is hereby incorporated in this Decree and made an order of this Court and is found not to be unconscionable as to maintenance and division of

That the marriage is dissolved and a Decree of Dissolution of Marriage is entered.

Affidavit for Decree Without Appearance of Parties. Each party shall perform the applicable provisions of the Separation Agreement

TT IS FURTHER ORDERED THAT THIS COURT SHALL RETAIN JURISDICTION OVER THIS MATTER AS IS PROVIDED BY LAW.

DONE AND SIGNED IN OPEN COURT Chis As of January, 1987.

BY THE COURT:

ON THE MATTER AS IS

/e/ LESLIE M. LAWSON

DISTRICT COURT JUICE

Recommended by:

coba of the original in that custoda Certified to be a full, true and concer-

7861 P.S. NUL

17100 Toi0886#

City & County of Denver, Colo.

Attorney for Petitioner

CAY NIERMANN

Respondent.

Petitioner,

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TABLE & I NALMOSNHOL .K. GRVAG WA

Diatrict Court Referee 1-1-6-77

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DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO

Case No. 860R3447 , Court room 15

SEPARATION AGREEMENT

In re the Marriage of:

FRANCES K. BLACK, Petitioner

and

R. KENT BLACK, Respondent

THIS AGREEMENT, made and entered into this 25 day of 2000 and between Frances K. Black, heromatter referred to as "Wife," and R. Kent Black, hereirafter referred to as "Husband";

WITE SSETH:

WHEREAS, the parties hereto are Husband and Wife, having been matried in Reaver, Pennsylvania, on August 29, 1958; and

WHEREAS, the parties hereto ceased to live and cohabit together; and because of irreconcilable differences, it is impossible for them to hereafter live together as Husband and Wife; and

WHEREAS, the parties have recently filed a Petition for Dissolution of Marriage; and

WHEREAS, there were two children born as issue of the marriage, both of which are over the age of twenty-one, to-wit: Kathy Jane Black, born Jebruary 17, 1962; and Kirk Nulton Black, born November 2, 1964; and

WHEREAS, as an incident of said proceedings, the parties hereto have agreed upon an adjustment and settlement of their respective property rights and interests, both present and future, and for the mutual release of any and all claims of any nature that either might have against the other,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and as provided for in C.R.S. 1973, 14-10-112, as amended, the parties lereto agree as follows:

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1. MAINTENANCE:

1.1 Each party is presently capable of earning sufficient monies in which to support themselves. Therefore, each party hereby waives any and all right to receive spousal maintenance from the other. Each party understands that said waiver at this time is final and irrevocable.

2. REAL PROPERTY DIVISION:

The parties own several parcels of real estate described below. They hereby agree that division of the real property shall be as follows:

- 2.1 545 Downing Street, Denver, Colorado: The residence located at 545 Downing Street, Denver, Colorado, shall be the sole and separate property of the Wife. Wife shall remain solely liable for any encumbrance on said property and hereby holds Husband harmless from and against any liability therefor. Husband hereby agrees to execute a Quit Claim Deed to Wife upon signing the within Agreement.
- 2.2 1405 Cedar Lane, Mt. Prospect, Illinois: The property located at 1405 Cedar Lane, Mt. Prospect, Illinois, is currently under a purchase contract. Once said property has been sold and after payment of all encumbrances thereon, together with costs of sale and closing costs, it is hereby agreed that each party shall receive one-half of the net proceeds therefrom.
- 2.3 The parties own the following described rental properties. They have agreed to keep the properties and to each remain responsible for one-half of any expenses thereon, including mortgages, taxes, insurance and repairs. Each party receives one-half of income generated from said rental properties. Each party hereby agrees to make available to the other full access to all books and records on said rental properties. In the event either party desires to sell their interest in and to any rental property, the other party shall have the option to purchase the interest of the desirous party in and to said property at an agreed upon price. If the parties cannot reach agreement on the purchase price, or if the other party elects not to purchase same, then the property shall be placed on the market for sale and the parties hereby agree to each receive one-half of all net proceeds therefrom.
 - (a) 435 South Cleveland, Arlington Heights, Illinois;
 (b) 417 Pine Street, Mt. Prospect, Illinois;
 (c) 1242 Walnut, Arlington Heights, Illinois;
 - (d) 1901 George Court, Glenview, Illinois;

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- (e) 346 Park Street, Beaver, Pennsylvania; and
- (f) 368 Beaver Street, Beaver, Pennsylvania.
- 2.4 2922 Champa, Denver, Colorado: The parties hereto own a one-third interest in and to the property located at 2922 Champa, Denver, Colorado. They hereby agree to retain their one-third interest therein under the same terms and conditions as set forth in paragraph 2.3 above.

3. PROPERTY APPORTIONED TO WIFE:

- 3.1 The Wife shall receive as her sole and separate property the following items:
 - (a) All furniture, fixtures, household goods presently in her possession;
 - (b) The 1982 Toyota Corolla automobile; and
 - (c) Any and all bank accounts, retirement funds, strcks and bonds and insurance policies presently in her name or under her control.

4. PROPERTY APPORTIONED TO HUSBAND.

- 4.1 The Rushand shall receive as his sole and separate property the following items:
 - (a) All furniture, fixtures, household goods presently in his possession;
 - (b) The Honda Accord and any and all other vehicles presently in his possession; and
 - (c) Any and all park accounts, retirement funds, stocks and bonds and insurance policies presently in his name or under his control.

5, ATTORNEY'S FEES.

5.1 Each party shall pay his or her own attorney's fees and costs incurred as a result of this action.

6. DEBTS.

- 6.1 The parties each agree to remain sotely liable for one half of all mortgage payments, taxes, insurance and repair costs of all rental property retained by them pursuant to paragraph 2.3 above.
- 6.2 From and after the date of separation, May 5, 1982, it is expressly understood that each of the parities is responsible for all debts which they have incurred. Each

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party agrees to hold the other harmless and indemnify the other for any injury, loss or damage arising out of a party's failure to make any payment or to perform any obligation incurred subsequent to the date of separation.

7. EXECUTION OF INSTRUMENTS.

7.1 Each of the parties hereto shall, from time to time hereafter, do whatever is necessary or required and will execute, acknowledge and deliver to the other party any and all instruments and assurance that the other party may reasonably require to effectuate the purpose of this Agreement and to give full force and effect to its provisions.

8. APPOINTMENT OF CLERK OF THE COURT.

8.1 The parties agree to do each and everything recessary under this Agreement. Should either of them fail, reruse or neglect to carry out the provisions of this Agreement, then the District Court of the City and County of Denver. State of Colorado, may appoint the Clerk of the Court or such other party or parties as he or she deems appropriate for the purposes of carrying into effect any incomplete provisions of this Agreement, with full force and effect as if each of the parties had performed said obligations.

9. INCORPORATION OF AFFIDAVITS.

9.1 The Affidavits annexed to this Agreement are hereby incorporated and made a part hereof. Each of the parties has relied upon the information contained in the same and the accuracy thereof in arriving at the terms and conditions of this Agreement.

10. ACKNOWLEDGMENT OF FULL DISCLOSURE.

10.1 Each party represents and warrants that he or she has received a full and adequate disclosure of all property of the other and that neither has withheld any requested disclosure of any other property of any kind in which the party so requesting has any beneficial interest.

11. APPROVAL AND ADOPTION.

11.1 The parties hereto have carefully read and do hereby understand the provisions hereof. By signature hereto, the parties do request that this Separation Agreement be filed on record with the Court; that it be approved by the Court; and that it be adopted and incorporated as a part of the Decree which the Court may enter in this case. In the event the Court shall fail to approve any portion of this Agreement, this entire Agreement shall be void ad initio.

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12. AGREEMENT BINDING.

12.1 This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, guardians, executors and assigns of each of the parties hereto.

13. RELEASE OF ESTATE RIGHTS.

13.1 Except as hereinabove specifically set forth, each party has and hereby does release the other from any and all claims, debts, demands and statutory rights to inherit or administer the state of the other, and all rights in and to the property of the other, whether or not herein specifically described.

14. INCORPORATION AND DECREE.

14.1 In the event a judgment of Decree dissolving such matriage is entered in any action or proceeding therefor, this Agreement shall, if the Court approves, be incorporated in, werged with and become a part of such judgment or Decree

15. COUNSEL.

15.1 The parties hereby acknowledge that they have had the opportunity to consult with independent legal counsel with regard to the legal and other effects of the provisions of this Agreemen; the rights and privileges hereunder, and all matters pertaining thereto. Specifically, the Husband acknowledges that he has received no legal advice whatsoever from the Wife's attorney, Gay Niermann.

IN WITNESS WHEREOF, ine parties hereto have hereunto set their hands and seals the day and year first above written.

Frances K. Black, Petitioner

R. Kent Mack, Respondent

PREPARED BY:

STARK AND NIERMANN

Lag Rick man

1370 Pennsylvania, #185 Denver, Colorado 80203

(303) 863-8300

Attorneys for Petitioner

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STATE OF COLORADO) } ss.
CITY AND COUNTY OF DENVER)
Subscribed and sworn to	before me this 25th day of y FRANCES K. BLACK, Petitioner.
	Notary Public Laster
My Commission Expires:	
STATE OF CALIFORNIA	}
COUNTY OF ENTITIES YIP SE) ss. >)
SUBSCRIED AND EWORN to	before me this Condent. RENT BLACK, Respondent. Notary Public
My Commission Expires:	
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HARRY TELS TOURELL

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