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STEPHEN B. ENGELMAN

MARK S. SMITH


Of Counsel

CHARLOTTE W. ZIPORYN

April 1, 1987

Registrar of Titles
Cook County Building
118 North Clark Street
Chicago, IL 60602

The undersigned does hereby certify and state that all attorneys fees in regard to the Dissolution of the Marriage of Kathleen Lisy and Richard Lisy which was filed in the Circuit Court of Cook County, Illinois under General Docket No. 77 D 19219, have been paid in full by all parties.



Stephen B. Engelman

ENGELLMAN AND SMITH

ATTORNEYS AT LAW • ONE CONCOURSE PLAZA, SUITE 907 • 4744 GOLF ROAD • SKOKIE, ILLINOIS 60076 • 312/676-2610

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PLACITA JUDGMENT

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UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

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
-APRIL 26th
in the year of our Lord, one thousand nine hundred and
-78
and of the Independence
of the United States of America, the two hundredth and
-SECOND

PRESENT: - The Honorable **LOUIS J. HYDE**
Judge of the Circuit Court of Cook County.

BERNARD J. CAREY
~~RICHARD M. DALEY~~, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*No fees
No hyde
Receipt attached*

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DIVORCE DIVISION

IN RE: THE MARRIAGE OF)
KATHLEEN LISY,)
Petitioner,)
and)
RICHARD LISY,)
Respondent.)

NO. 77 D 19219

CLERK OF COURT
APR 26 1978
JUDGE LOUIS J. HYDE
DEPUTY CLERK

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS ACTION, coming on to be heard on Petition and Response of the parties hereto, the parties having signed a stipulation that this matter be heard as in the nature of a default, and the Court having heard the evidence in open court, a certificate of evidence being filed herein, and the Court being fully advised in the premises, FINDS:

1. The Court has jurisdiction of the subject matter and the parties hereto, Petitioner having been domiciled within the State of Illinois, County of Cook, for at least ninety days prior to the entry of Judgment.

2. The parties were lawfully married to each other on July 10, 1971, at Chicago, Illinois.

3. One child was born to the parties as a result of the marriage, to wit:

JEFFREY MICHAEL LISY, born September 1, 1976, and the Wife is not now pregnant. The Petitioner is a fit and proper person to have the sole care, custody, control, and right to educate the minor child of the parties hereto.

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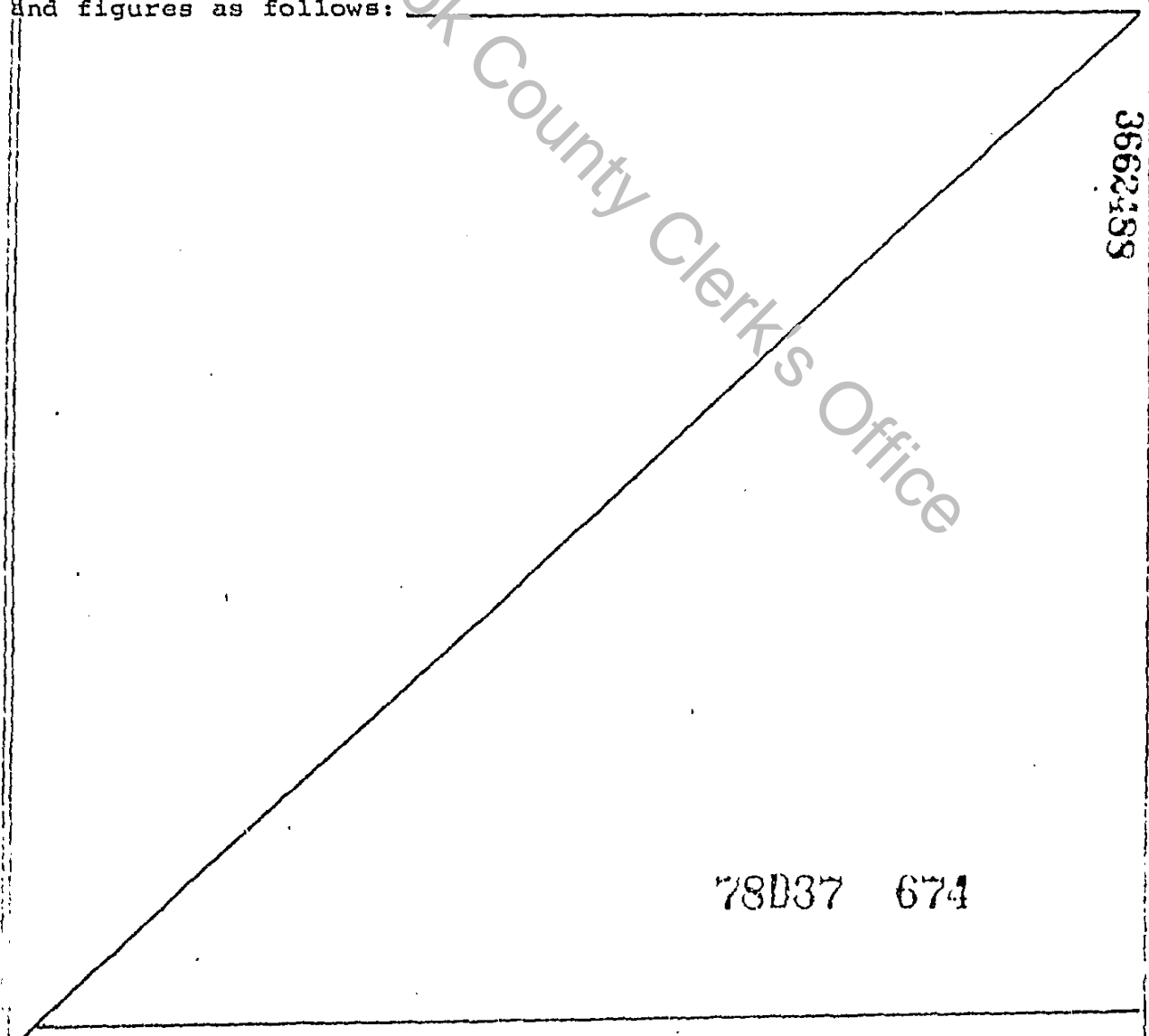
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4. At all times the conduct of the Petitioner was as a faithful and responsible spouse.

5. Subsequent to the marriage of the parties, the Respondent has been guilty of extreme and repeated mental cruelty, without cause, reason, or provocation on Petitioner's part.

6. Accordingly, the marriage is irreconcilable between the parties, as alleged in the Petition for Dissolution of Marriage.

7. The parties have attempted to dispose of and settle between themselves all questions of maintenance, support, property rights, and other matters, by entry into a certain marital settlement agreement which has been presented to the Court and which is fair and equitable between the parties and of right and in justice ought to be enforced as between them, and is in words and figures as follows:



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STATE OF ILLINOIS)
COUNTY OF COOK) SS:

A G R E E M E N T

THIS AGREEMENT, made this 32ND day of March, 1977, at Chicago, Illinois, by and between KATHLEEN LISY (hereinafter referred to as the "Wife"), residing at 228 Westmore, Des Plaines, Illinois, and RICHARD LISY (hereinafter referred to as "Husband"), residing at 7817 N. Oconto, Niles, Illinois.

RECITALS

A. The parties were lawfully married at Chicago, Illinois on July 10, 1971.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on July ²~~10~~, 1977, and they now live separate and apart from each other.

C. One (1) child was born to the parties as the issue of the marriage. This child is JEFFREY MICHAEL LISY, presently one year of age, having been born on September 1, 1976.

Husband acknowledges that Wife is a fit and proper person to have the care and custody of the minor child of the parties.

D. The Wife has filed, against the Husband, a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Divorce Division, under Docket No. 77 D 19219. The case is entitled "In Re The Marriage Of: Kathleen Lisy and Richard Lisy", and that the case remains pending and undetermined.

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E. The parties hereto consider it to their best interests to settle between themselves the questions of maintenance of the Wife, the questions of the custody, support, maintenance, medical and related needs of the minor child of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights 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, whether real or personal, now owned or which may hereafter be acquired by either of them, or any rights or claim in and to the estate of the other.

F. The Husband has employed and had the benefit of counsel of Richard G. Larson, of the law firm of OWENS, OWENS & RINN, LTD., as his attorney. The Wife has employed and had the benefit of counsel of Steven Engelman of the law firm of ENGELMAN & SMITH, as her attorney. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises:

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

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ARTICLE I

Right of Action

1. This Agreement is not one to obtain or stimulate a dissolution of marriage.

2. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or which he may hereafter bring and defend any action which may be commenced by Wife. Wife reserves the right to prosecute any action for dissolution of marriage which she may hereafter bring and defend any action which has been or may be commenced by Husband.

ARTICLE II

Custody, Visitation, and Support of the Child

1. Wife shall have the sole care, custody, control and education of the minor child of the parties hereto.

2. Husband shall have rights of reasonable visitation with the minor child of the parties hereto. Such visitation shall take place at the home of Wife until the child shall have attained the age of three years, at which time Husband may exercise his visitation rights outside the home of Wife.

3. The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for other specific visitation periods rather than those shown above and on such terms and conditions as are conducive to the best interest and welfare of the child.

4. Husband shall pay to Wife as and for the support and maintenance of the minor child of the parties hereto the sum of \$50.00 per week, payable on the first day of each

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week, commencing on the effective date of this Agreement, based upon Husband's net take home pay of \$225.00 per week and upon Wife's net take home pay of nothing. Husband's obligation to pay support and maintenance under this paragraph shall terminate upon Husband's death.

ARTICLE III

Medical, Dental and Related Expenses

1. Husband shall pay for the extraordinary medical and dental care of JEFFREY MICHAEL LISY. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like.

2. Husband shall maintain JEFFREY MICHAEL LISY as an insured person under his current hospitalization and/or major medical insurance plans presently carried by Husband through his employer for so long as Husband remains employed by his present employer. In the event that Husband shall change employers, Husband shall maintain JEFFREY MICHAEL LISY as an insured person under the hospitalization and/or major medical insurance plans provided by Husband's new employer. In the event that Husband shall become self-employed, he shall take out and maintain a hospitalization and/or major medical insurance policy covering JEFFREY MICHAEL LISY as an insured person through a reputable insurance

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carrier with as nearly equivalent policy terms as provided by the plan provided by Husband's last employer.

ARTICLE IV

Emancipation

With respect to a child, an "emancipation event", shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's obligations for the child as detailed in this Agreement shall terminate:

- A. The child's reaching majority,
- B. The child's marriage,
- C. The child having a permanent residence away from the permanent residence of the Wife,
- D. The child's death,
- E. Entry into the Armed Forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such Armed Forces, and thereafter, as if such emancipation event by reason of that entry had not occurred,
- F. The child's engaging in full time employment, except that the child's engaging in full time employment during vacation or summer periods shall not be deemed an emancipation event.

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ARTICLE V

Maintenance

Wife hereby waives any and all right that she may have to maintenance from Husband and Husband hereby waives any and all right that he may have to maintenance from Wife.

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ARTICLE VI

Property Settlement

1. Marital Residence - 228 Westmere, Des Plaines, Illinois.

A. Upon the effective date of this Agreement, Husband shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like to transfer, assign convey and release all of his right, title and interest in the above residence to Wife or her nominee. The legal description to the property is set forth in Schedule "A", attached hereto and made a part hereof.

B. Wife agrees to pay the mortgage payment, both principal and interest, and the taxes and insurance on said residence from the effective date of this Agreement and agrees to save, hold harmless and indemnify Husband from any liability arising out of said mortgage obligation.

2. Apartment Building - 3441 Keating, Chicago, Illinois.

A. Upon the effective date of this Agreement, Husband shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like to transfer, convey and release all of his right, title and interest in the above residence to Wife or her nominee. The legal description of the property is set forth in Schedule "B", attached hereto and made a part hereof.

B. Wife agrees to use her best efforts to sell said property within ninety (90) days from the effective date of this Agreement. From the proceeds of sale shall be paid the normal expenses incident to the sale of real estate, including, but not limited to, a broker's commission, if a

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broker is used, normal and usual tax prorations, the mortgage on the property held by Peerless Federal Savings & Loan Association, and Illinois Revenue Stamps. From the balance of the sale price, Husband's attorneys fees and Wife's attorneys fees as hereinafter set forth in Article X shall be paid. From the balance of the sale price then remaining shall be paid the parties' debts as hereinafter set forth in Article VII. From the balance of the sale price then remaining, Husband shall be paid the sum of \$4,000.00. Wife shall then keep the balance of the sale price then remaining as her sole and exclusive property free and clear of any claim, right, title, or interest therein of Husband.

3. Furniture and Furnishings

A. Except as provided below, all of the furniture, furnishings, works of art, and other personal property contained in the marital residence of the parties as noted above shall be the sole and exclusive property of the Wife, and Husband shall have no further title and interest therein.

B. A list of the excepted personalty that shall be the sole and exclusive property of Husband, free and clear of any interest in Wife, is set forth in Schedule "C", attached hereto and made a part hereof.

C. Husband shall remove any personalty belonging to him which is located in the marital residence of the parties within ten (10) days of the effective date of this Agreement.

4. Automobiles.

A. Upon the effective date of this Agreement, if not already accomplished, Husband shall have assigned to Wife all outstanding interests held by him or any other

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parties in and to that certain 1973 Chevrolet Monte Carlo automobile. He shall deliver to Wife possession of said automobile and a certificate of title to that automobile, that title to be in the name of Wife. This automobile shall be the sole property of Wife.

B. Upon the effective date of this Agreement, if not already accomplished, Wife shall have assigned to Husband all outstanding interests held by her or any other parties in and to that certain 1977 Pontiac Grand Prix automobile. She shall deliver to Husband possession of said automobile and a certificate of title to that automobile, that title to be in the name of Husband. This automobile shall be the sole property of Husband.

5. Bank Accounts.

The parties savings account and checking account at Countryside Bank in the names of Husband and Wife jointly shall be divided equally between the parties and both Husband and Wife agree to execute any and all documents necessary to effectuate such a division within ten (10) days of the effective date of this Agreement.

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6. Pension Plan.

Husband shall keep as his sole property, free and clear of any interest of Wife, Husband's interest in the Pension Plan at Uniform Printing Co., Husband's employer. If necessary, Wife shall execute, upon demand by Husband, any and all documents necessary to effectively release any claim or right held by her, if any, in this Pension Plan.

7. Credit Union.

Husband shall keep as his sole property, free and clear of any interest of Wife, all of the funds on deposit

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in the Credit Union at Uniform Printing Co. and standing in his name or that of his nominee or in the joint names of Husband and his nominee, or Husband and any third party. Wife shall execute, upon demand by Husband, any and all documents necessary to effectively release any claim or right held by her, if any, in the Credit Union.

8. Miscellaneous Personal Property.

A. Wife shall keep as her sole property, free and clear of any interest held or claimed by Husband, all of the furs, jewelry, clothing and other personal belongings presently held or possessed by her.

B. Husband shall keep as his sole property, free and clear of any interest held or claimed by Wife, all of the clothing and other personal belongings presently held or possessed by him.

C. Upon the effective date of this Agreement, all clothing or personal effects of any child of the parties shall be turned over to Wife.

ARTICLE VII

Debts and Obligations

The outstanding debts and obligations of the parties, with the exception of any mortgage obligation as hereinbefore set forth, are listed in Schedule "D", attached hereto and expressly made a part hereof. Such debts and obligations will be paid from the proceeds of the sale of the apartment building located at 3441 Keating, Chicago, Illinois, as hereinbefore set forth in Article VI.

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ARTICLE VIII

Insurance

Husband agrees to maintain his whole life insurance policy through Prudential Life Insurance Company upon his life in the face value of \$25,000.00, designating the minor child of the parties hereto as beneficiary. In connection with said insurance policy or policies, upon the effective date of this Agreement, Husband shall accomplish the following:

1. Pay the premiums when they become due;
2. If not already accomplished, Husband shall change the designated beneficiary to the minor child of the parties hereto;
3. Not borrow against that policy during the minority of the child of the parties hereto;
4. Do all other acts and execute all documents needed to keep that policy in full force and effect and to accomplish all matters set forth above.

ARTICLE IX

Taxes

1. Husband shall be entitled to take the minor child of the parties hereto as an exemption on his United States Individual Income Tax Return and Illinois Individual Income Tax Return.

2. Wife shall join with Husband in filing a joint United States Individual Income Tax Return and a joint Illinois Individual Income Tax Return for the calendar year 1977. These returns shall be prepared by and filed by Husband and he shall attest to their accuracy. Husband shall hold Wife harmless and indemnified in connection with the filing of these returns.

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3. Any taxes that may be claimed as due and owing in connection with the filing of any joint U. S. Individual Income Tax Return or joint Illinois Individual Income Tax Return over and above any withholding shall be paid by Husband.

4. In the event that any refund be allocated to Husband and Wife jointly in connection with the income taxes paid for the calendar year 1977, such refund award shall be the sole property of Husband. The parties shall cooperate in securing payment rather than accepting credit for such a refund and Wife will transmit any refund check that may come into her possession to Husband.

ARTICLE X
Counsel Fees

Wife's attorneys fees in the sum of \$ 1,200.00 R.L.L.
and Husband's attorneys fees in the sum of \$ 1,000.00 R.L.L.
shall be paid from the proceeds of the sale of the apartment building at 3441 Keating, Chicago, Illinois, as hereinbefore set forth in Article VI.

ARTICLE XI
General Provisions

1. Each of the parties hereto shall 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 hereto, as hereinabove provided, and thereafter, at any time and from

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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 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.

2. 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 quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relations existing between 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, 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

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and assigns, that neither of them will at any time hereafter 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 relinquished under this agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and 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 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 of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

3. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties 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

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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 hereto had never been married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligations of the other to comply with the terms of this agreement, or the rights of either party under this Agreement.

4. In the event either Husband or Wife at any time hereafter obtains a dissolution of marriage in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any such judgment of dissolution of marriage, either directly or by reference, but in no event shall this Agreement be effective or have any validity unless a judgment of dissolution of marriage is entered in the pending case brought by Wife and referred to hereinbefore. The Court on entry of the judgment of dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

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IN WITNESS WHEREOF, the Husband and Wife have herunto set their respective hands and seals the day and year first above written.

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Kathleen Lisz
Kathleen Lisz

Richard L. Lisz
Richard Lisz

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STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for the County and State aforesaid, personally appeared KATHLEEN LISY, personally known to me and known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of March, 1978.

[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD LISY, personally known to me and known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 1978.

[Signature]
Notary Public

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SCHEDULE "A"

Lot Ten (10) in Block "Q" in Kuntze's High Ridge Knolls Unit No. 3, being a Resubdivision of parts of Lots 5 and 9 of the Owner's Subdivision of Section 13, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat of said Kuntze's High Ridge Knolls Unit No. 3, registered in the Registrar's Office of Cook County, Illinois, on June 27, 1960, as Document Number 1928619.

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REC

[Handwritten signature]

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SCHEDULE "B"

The North 30 feet of Lot 13 in Koester and Zander's Re-subdivision of Blocks 1, 3, 4, 5, 6 and 7 and the West Half of Block 2 of Wirt and Gilbert's Subdivision of the West half of the South West quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, (except the East 40 acres thereof) in Cook County, Illinois.

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SCHEDULE "C"

Television - Black and White
Boat and equipment
Fishing equipment
Ice skates and roller skates
Records
Books and magazines
School books
Tools
Plumbing equipment
Electrical equipment
Carpentry equipment
Painting equipment
Heating equipment
Mechanics cabinets ~~and~~ contents *R.L.L.*
Chess set
Weights
Guitar - brown
Car stereo
Tool boxes
Shop vac
Bar set - Playboy
Parts cabinets
Snow tires
Garden cart
Two shovels
Rake and hoe
Ladder and stretchboard
Movie screen

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SCHEDULE "D"

Montgomery Wards	\$ 70.12	R.L.L.
J. C. Pennys	64.06	R.L.L.
Aldens	12.92	R.L.L.
Mrs. Rose Lisy	75.00	

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On Motion of ENGELMAN & SMITH, attorneys for the Petitioner, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

A. The Petition for Dissolution of Marriage is granted, and the parties are awarded a Dissolution of Marriage, and the marriage heretofore existing between Kathleen Lisz and Richard Lisz be and is hereby dissolved.

B. The Marital Settlement Agreement set forth above is in all respects approved and confirmed, and merged into this Judgment for Dissolution of Marriage, and each of the parties shall execute and carry out all of the terms, conditions, and provisions of that Agreement.

C. The Court shall retain jurisdiction of this action for the purpose of enforcing all of the provisions of this Judgment.

ENTER:

Judge

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DATED:

APPROVED:

Attorney for Petitioner

Attorney for Respondant

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STATE OF ILLINOIS, |
COUNTY OF COOK | ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete
COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

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.

In a certain cause lately pending in said Court, between
KATHLEEN LISY plaintiff/petitioner
and RICHARD LISY defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 24th.,
day of MARCH, 19. 87

Morgan M. Finley, Clerk

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HARRY D. YOUNG
REGISTRAR OF TITLES

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FUGERMAN & SMITH
1 LAWCOUSE RARA #907
SKOKIE, IL 60076