

# UNOFFICIAL COPY

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Certificate No. 1411302 Document No. 3362877

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1411302 indicated affecting the

following described premises, to-wit:

Lot 2 (except North 30 feet thereof) --- 2  
North 30 feet of Lot 3 ----- 3  
in Block 100 in Washington Heights,  
according to plat of said William C.  
Krauter's subdivision recorded  
October 22, 1915, as document number  
5736259, in book 140 of plats, page  
18 a subdivision in Section 18 and  
CFO 25-19-100- 014AUL

Section 19 Township 37 North, Range 14 East of the  
Third Principal Meridian, Cook County, Illinois.

Sharon M. Beyer

CHICAGO, ILLINOIS 1/27 1988.

3683974

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

IN RE: THE MARRIAGE OF )  
 JOYCE PARKER KING, )  
 )  
 ) Petitioner, )  
 )  
 and ) No. 87 D 11174  
 )  
 ) OTHELLO LEE KING, )  
 )  
 ) Respondent. )

JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE, coming on to be heard on the verified Petition for Dissolution of Marriage of JOYCE PARKER KING and Response thereto, of OTHELLO LEE KING; and the Stipulation of the Parties that this cause can be heard as an uncontested matter, the Petitioner being present in Open Court in her own proper person and being represented by Patrick D. Porto, of MCCOY, MORRIS & KULA, her attorneys, and the Respondent being present in Open Court in his own proper person and being represented by MARY JO STRUSZ, his attorney; and the Court having heard the testimony of the Petitioner, offering additional proof in support of the allegations and charges contained in her Petition, and the Court considering all of the evidence and being fully advised in the premises, FINDS:

1. That at the commencement of the within action, the Petitioner was domiciled in the State of Illinois and County of Cook and had maintained said domicile for at least ninety (90) days next preceding the commencement of this action.

2. That the parties were married on January 7, 1984 in the City of Chicago, State of Illinois, and the marriage was registered in Cook County, State of Illinois.

*[Handwritten signatures and initials]*

*[Watermark: Property of Cook County Clerk's Office]*

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3. That one (1) child was born to the parties as a result of this marriage, namely: OTHELLO KING, II, born June 21, 1984, that none were adopted and the Petitioner is not now pregnant.

4. That irreconcilable differences between the parties have caused the irretrievable breakdown of the marriage of the parties and all efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

5. That the parties have entered into a written Marital Settlement Agreement, dated November 9, 1987, which was testified to in Open Court and which provides for the disposition and settlement of their respective rights of property, dower rights, rights to support and maintenance and any and all other rights or property and otherwise growing out of the marriage relationship existing between them which either of them has now or hereafter may have or claim to have against the other, and that the Marital Settlement Agreement is as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is an agreement in compliance with Illinois Revised Statutes, Chapter 40, Paragraph 502. This agreement is entered into by JOYCE P. KING, designated in this agreement as the "wife", and by OTHELLO L. KING, designated in this agreement as the "husband". The parties make this agreement in light of the facts that are stated below.

1. The parties were married in Chicago, in the State of Illinois, on January 7, 1984. The marriage was registered in Cook County, Illinois.

2. During the marriage one child was born to the parties namely: Othello King II born June 21, 1984, that no other children were adopted.

3. The wife is not pregnant.

4. As a result of irreconcilable differences, the parties have been living separate and apart since November 5, 1986.

5. A Petition for Dissolution of Marriage has been filed in the Circuit Court of Cook County, Illinois, Case Number 87 D 11174. The parties do not intend this action to limit either party's right to initiate or defend any such action.

6. This agreement is made amicably to settle all disputes between the parties for disposition of their property and for delineation of their rights and obligations regarding maintenance and child support, custody and visitation.

7. Each party has had the benefit of advice, investigation and recommendations, of counsel, the husband with Mary Jo Strusz, and the wife with Steven J. Mc Coy, with reference to the subject matter of this agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other, both directly and indirectly and that each is conversant with all of the property and income possessed by the other and the value thereof.

8. Each party expressly warrants that all sources of income and all current assets and liabilities have been fully disclosed to the other party and that neither party holds any undisclosed asset. Each party signs this marital settlement agreement relying on these representations.

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 document is not one to obtain or simulate a Dissolution of Marriage.

2. Each party reserves the right to prosecute any action for Dissolution of Marriage which he or she deems necessary or proper and to defend any action for Dissolution of Marriage which the other may bring.

3. In the event the parties hereto are granted a Dissolution of Marriage, this agreement between the parties hereto, forever settling and determining thier respective rights shall become by incorporation and reference a part of the Judgment for Dissolution of Marriage. In the event a Judgment for Dissolution of Marriage is not granted to the parties, this agreement shall be null and void.

## ARTICLE II NONINTERFERENCE

1. Husband and wife may and shall hereafter live separate and apart from each other. Each shall be free from interference, authority, control, direct or indirect, by the other as fully as if he or she were unmarried. Each may, for his or her separate use and benefit, conduct, carry on, and engage in any business, profession or employment which to him or her may seem advisable.

2. Husband and wife shall not annoy, molest or otherwise interfere with each other, nor shall either of them compel the other to cohabit with him or her by any means whatever.

## ARTICLE III MARITAL AND NONMARITAL PROPERTY

1. The wife covenants and agrees that she will and does hereby assign, transfer and set over unto the husband all of her right, title to and interest in and to the articles of household furniture, furnishings and other property presently in the husband's possession, to be and remain his sole and separate property.

2. The husband covenants and agrees that he will and does hereby assign, transfer and set over unto the wife all of his right, title to and interest in and to the articles of household furniture, furnishings and other property presently in the wife's possession, to be and remain her sole and separate property.

3. The parties have heretofore divided their personal property and any such personal property in the possession of the wife or husband shall be his or hers respectively, free and clear of any claim of the other unless otherwise specified in this agreement.

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ARTICLE IV  
MARITAL DEBTS

Each party agrees to pay and hold the other harmless for all personal debts and obligations incurred on or after the date of their separation, and incurred under their respective signature.

The wife shall be solely responsible and shall hold the husband harmless on any and all debts specified in a Chapter 13 filed in the Northern District of Illinois, Eastern Division, on July 20, 1987 and known as case number 87 B 10537.

The wife shall be solely responsible for the debt on the marital real estate to West America Mortgage Company and shall hold the husband harmless on such debt.

ARTICLE V  
MAINTENANCE WAIVERS

1. The wife covenants and agrees that she will, and does hereby waive, remise and relinquish any and all claim or right, title and interest which she now has, or might hereafter assert, in and to the property of the husband, real, personal, or mixed of whatever nature and wherever situated, by reason of the marital relationship heretofore existing between the parties or for any other cause, including, but not limited to, alimony, support and maintenance (whether past, present or future), homestead, inheritance and succession.

2. The husband covenants and agrees that he will, and does hereby waive, remise and relinquish any and all claim or right, title and interest which he now has, or might hereafter assert, in and to the property of the wife real, personal, or mixed of whatever nature and wherever situated, by reason of the marital relationship heretofore existing between the parties or for any other cause, including, but not limited to, alimony, support and maintenance (whether past, present or future), homestead, inheritance and succession.

3. This waiver of maintenance is effective retroactively to November 5, 1986. No sum that the husband has paid since that date shall be considered spousal maintenance, whether such sum was paid directly to the wife or to a third party for the benefit of the wife.

ARTICLE VI  
PROVISIONS RELATIVE TO CHILDREN

1. CUSTODY: Wife shall have the physical custody of the

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minor child, namely: OTHELLO KING II.

Husband and Wife shall share the joint custody of the minor child, namely: OTHELLO KING II.

Both husband and wife shall keep each other informed as to the exact place where each of them resides, the phone number of their residences, their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

2. VISITATION: Husband shall have liberal rights of visitation. But in no event less than the following:

On the First and Third weekends of each month from 6:30 P.M. Friday to 7:30 P.M. Sunday;

At least one mid-week visit between 6:00 P.M. and 7:30 P.M. upon twenty-four (24) hours notice to the wife;

Three (3) weeks during the summer vacation period to be exercised on at least forty-five (45) days notice to the wife;

Father's birthday from 6:00 P.M. to 8:00 P.M., unless father's birthday falls on a week-end and then from 9:00 A.M. to 7:30 P.M.;

The parties shall alternate holidays, beginning with the wife on Thanksgiving, 1987. Alternating holidays, to include New Years Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day;

Wife to have the child on her birthday and mother's day irrespective of the visitation schedule;

The parties shall make every effort so that both parents can visit with the minor child on the child's birthday, however, in the event that the parties cannot agree, Father to have visitation from 6:00 P.M. to 7:30 P.M. on the child's birthday.

The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for specific visitation periods, and on such terms and conditions as are conducive to the best interests and welfare of the child. In the event a visitation period is made unavailable by virtue of serious illness or injury of the child, the parties shall cooperate to implement a reasonable substitute visitation period bearing in mind the best interests of the children.

Should a child become seriously ill or injured during the time she is with the husband while he is exercising his

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visitation rights, he shall notify the wife of same as soon as possible. He shall give the wife the details of said illness or injury and the name and phone number of the attending physician; if any. If a child becomes seriously ill or injured during the time she is with the wife she shall notify the husband of same as soon as possible. She shall give the husband the details of said illness or injury and the name and phone number of the attending physician, if any.

**3.CHILD SUPPORT:** Husband shall pay to the wife, as and for child support for the minor children, the sum of \$60.00 per week Child support shall be paid until the emancipation event, as defined below.

CHILD SUPPORT SHALL BE PAID DIRECTLY TO THE WIFE JOYCE P. KING

If husband should for any reason fail to comply with the child support provisions hereinabove set forth, that shall not be a basis for wife to deny the husband of his rights to visitation. Rights of visitation and rights to children support shall be treated as independent covenants and enforced accordingly.

**4. DEFINITION OF EMANCIPATION:** For the purpose of this marital settlement agreement, a child shall be deemed to be emancipated at the first to occur of the following events:

- a. Child reaches the age of eighteen (18);
- b. Child marries;
- c. Child's death;
- d. The child having a permanent residence away from the permanent residence of the custodial parent. A residence at boarding school or summer camp is not to qualify as a residence away from the permanent residence for the purpose of termination.
- e. Child having full-time employment, except that employment during summer months, or during vacation periods from school are not to qualify for the purposes of termination of support.

**5. MEDICAL EXPENSES:** The husband shall obtain and keep in full force and effect medical insurance for the benefit of the minor children. If said insurance coverage is not available at no cost through the husband's employment benefits, then the wife, upon being notified of said circumstances shall obtain and keep in full force and effect full medical insurance for the benefit of the minor children as is available through the wife's employment if such benefits are available at no additional cost. In the event that neither parent has access to medical insurance through employment at no charge, then husband and wife shall split the cost of medical insurance.



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**EXTRAORDINARY MEDICAL EXPENSES:** All medical expenses both ordinary and extraordinary which are not covered by insurance shall be shared equally by the husband and wife.

6. **LIFE INSURANCE:** The husband shall obtain and keep in full force and effect a life insurance policy in the following amount: Fifteen thousand (\$15,000.00) dollars for the benefit of the minor child, until the child reaches the age of eighteen (18) and shall name the child as irrevocable beneficiary in said policy. The husband shall not make any loans upon said policy at any time hereafter. After the minor child has reached the age of eighteen (18) years the husband may transfer the policy to any other beneficiary.

7. **OUT OF STATE VACATIONS:** Both parents upon written notice and agreement to the other party shall have the right to take the child out of state for a vacation. The parent who wishes to remove the child from Illinois must provide the other parent with a written itinerary of the vacation, and also telephone numbers where the child may be reached. Wife shall not remove the child permanently from the State of Illinois without first obtaining the written consent of the husband. In the event the parties cannot agree on the removal, same to be determined by the court upon proper Notice and Petition.

8. **TAX EFFECTS:** The parties are aware that under Section 71 (b) of the Internal Revenue Code of 1954, as amended, child support payments are not considered to be periodic payments. Therefore the payor is not entitled to deduct such payments from his income for taxation purposes. The parties therefore agree that the dependency exemption for Othello II shall be claimed by the wife in all even numbered tax years and shall be claimed by the husband in all odd numbered tax years (providing that the husband is then current in his payments of child support).

9. **COLLEGE EDUCATIONAL EXPENSES:** Both parents agree to contribute to the college educational expenses of the minor child, in accordance with the Illinois Marriage and Dissolution Act, S.H.A. ch. 40, par. 513. provided that:

The child chooses to attend college, can show attempts made to avail himself of available financial aid, scholarships or other aid to help in the financing of further education.

The child maintains a C+ average at the college or insitution.

The parties contemplate that the entirety of this education will be substantially continuous unless interrupted by mandatory service in the armed forces, illness, hospitalization, or disability. In any event, the obligation shall not continue beyond the child's twenty-second (22) birthday.

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## ARTICLE VII MARITAL RESIDENCE

Simultaneously with the entry of any Judgment for Dissolution of Marriage in this Matter, the husband will sign and cause to be delivered to the wife a quit-claim deed for the marital real estate located at: 11708 S. Hale, in the City of Chicago, County of Cook, State of Illinois.

The wife shall be solely responsible and shall indemnify and hold the husband harmless on any and all payments for water and sewer charges, real estate taxes, and special assessments. The wife shall be solely responsible for the payment of any and all capital gains taxes which may result from a future sale of the real estate.

## ARTICLE VIII COUNSEL FEES

Each party shall be responsible for their own counsel fees and expenses of litigation.

## ARTICLE IX GENERAL PROVISIONS

1. Release of Claims. Except for (1) any cause of action for Dissolution of Marriage or legal separation, (2) enforcement of a Circuit Court judgment concerning dissolution of marriage or legal separation, (3) enforcement of the provisions of this marital settlement agreement in any court, or (4) a future circuit court judgment or order concerning support, custody or visitation of children, the parties mutually release and forever discharge each other from all actions, suits, debts, claims, and obligations, including claims against each other's property, that either party may now or later have against the other party with regard to any matter that has occurred to the date of execution of this marital settlement agreement. The parties intend that henceforth there shall exist between them only those rights and obligations specifically provided for in this marital settlement agreement. Either party is entitled to take action to enforce these provisions of this marital settlement agreement or to dissolve their marriage or to obtain a legal separation. However, neither party will at any time sue the other party, or his or her heirs, representatives, or assigns, to enforce any right relinquished under this marital settlement agreement. If a suit to enforce such a right be commenced, this release, when pleaded, shall be a complete defense to any such suit.

2. Waiver of Estate Claim. Except as this marital settlement agreement provides, each party waives any right to act as the personal representative of the other party's estate and to receive any interest in the other party's estate by will or intestate succession. These waivers are not to be construed as relinquishing any right that the law allows creditors, nor are they to be construed as impairing any obligation that this marital settlement agreement imposes on either party.

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3. Other Parties Bound. This marital settlement agreement binds not only the parties but also their heirs, executors, administrators, legal representatives, and assigns, and the agreement shall inure to the benefit of their heirs, executors, administrators, legal representatives, and assigns.

4. Modification. No modification or rescission of this marital settlement agreement shall be effective unless it is in writing and signed by both parties or as allowed by law in matters of child support, custody, and visitation.

If a court modified any part of this marital settlement agreement before an order is entered incorporating its terms, any proceeding pending before the court shall be suspended so that the parties may consider the court's modification and, if necessary renegotiate all or part of the marital settlement agreement.

5. Breach. If any term of this marital settlement agreement is breached, the nonbreaching party has the right to take action to remedy the breach. Either party's failure to insist upon the strict performance of any term of this marital settlement agreement shall not be construed as a waiver of the term, which term shall continue in full force. No breach or claimed breach shall affect or impair any other rights or obligations that the parties have under this marital settlement agreement. Should an action for breach be brought and the breach be proven, the breaching party shall be responsible for all reasonable counsel fees, as assessed by the court plus costs and expenses.

6. Severability. The illegality, voidness, or unenforceability of any part of this marital settlement agreement will not affect any other part of this marital settlement agreement. The doctrine of severability shall be applied. The parties do not imply that any part of this marital settlement agreement is illegal, void, or unenforceable.

7. Incorporation. This marital settlement agreement shall survive any judgment for dissolution of marriage or legal separation and be forever binding as a separate and distinct contract enforceable in Illinois courts. However, the court may be requested to incorporate all or part of this marital settlement agreement into its final decree, and any matter incorporated into a court's judgment shall be enforceable both under contract law and as a judgment.

8. Execution of Documents. On the date this marital settlement agreement becomes effective, or as soon as may be reasonable necessary afterward, each party will execute, acknowledge, and deliver any documents necessary to give effect to this marital settlement agreement. If for any reason either party fails to execute any such documents, this marital settlement agreement shall constitute both a waiver and a

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And the Court having considered the Agreement and the circumstances of the parties,

## FINDS:

That the Agreement is not unconscionable and that the parties assert that the Agreement was freely and voluntarily entered into by them, is fair and equitable in its terms and provisions, and should be approved by the Court.

IT IS THEREFORE ORDERED AND ADJUDGED, and this Court by virtue of the power and authority therein vested, and the Statute in such case made and provided, DOES ORDER AND ADJUDGE as follows:

1. The bonds of matrimony existing between the Petitioner, JOYCE PARKER KING, and the Respondent, OTHELLO LEE KING, be and the same are hereby dissolved accordingly.

2. The Settlement Agreement hereinabove contained is hereby in all respects approved, confirmed, ratified and adopted as the Judgment of this Court to the same extent and with the same force and effect as if the provisions contained in said Agreement were set forth in this paragraph of this Judgment and each and every provision thereof is binding upon each of the parties hereto, and each of the said parties shall do and perform all of the acts undertaken and carry out all of the provisions contained in the aforesaid Agreement which is a part of this Judgment.

3. Any rights, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including but not limited to homestead, succession and

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inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

4. The Petitioner and Respondent shall carry out all of the terms, provisions and conditions of this Judgment and each of the parties shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles and estates of the respective parties hereto as provided in the Separation Agreement hereinabove contained and hereafter at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said Agreement and establish a record of sole and separate ownership of the several properties of said parties in the manner therein agreed and provided.

5. That the custodial parent of the minor child, OTHELLO LEE KING, II, will be awarded to the Petitioner, JOYCE PARKER KING.

6. That the Respondent, OTHELLO LEE KING shall pay \$60.00 a week support to the Petitioner, JOYCE PARKER KING, for the minor child, OTHELLO KING, II, until emancipation as specified in the Settlement Agreement hereinabove contained.

7. This Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of

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enforcing the terms of this Judgment and the terms of the Settlement Agreement hereinabove contained.

JOYCE PARKER KING

By: *[Signature]*

Date: December 1, 1987

OTHELLO LEE KING

By: *Othello Lee King*

Date: 12-14-87

ENTERED:

*[Signature]*  
JUDGE [ ]

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McCOY, MORRIS & KULA #90535  
Attorneys for Petitioner  
Suite 1200  
27 East Monroe Street  
Chicago, Illinois 60603  
(312) 372-4390

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HARRY (B) YOURELL  
CLERK OF THE CIRCUIT COURT

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IDENTIFIED NO.	Registrar of Torts & Injuries HARRY BUS' YOURELL STACK
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MCCAY, MORRIS + KULLA  
27 E. MICHIGAN, SUITE 1200  
CHICAGO, IL 60603

ATTN: PATRICK POKTO

312.462.1400