Certificate No. 13/6893 Document No. 306/950
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the cartificate 13/6.992 indicated affecting the
Lot 38, Block 4. Lot 39, Block 4, in Campbell's Second Addition to Oak L being a Subdivision of Lot 3, of the Northwest 4, and the West 4 of the Northeast 4, of Section 4. Township 37 North, Range 13, East of the Principal Meridian, in Look County, Illinois: also known as: 5310 89th Street, Oak Lawn, IL 604'3  PERMANENT INDEX NO: 24-04-108-038 and 24-04-108-039  ARA 5310 LV XGIH CANAGEMENT
Lot 38, Block 4, Lot 39 Block 4, in Campbell's Second Addition to Oak L being a Subdivision of Lot 3, of the Northwest 1, and the West 1 of the Northeast 1, of Section 4, Township 37 North, Range 13, East of the Principal Meridian, in Cook County, Illinois: also known as: 5310 89th Street, Oak Lawn, IL 60473  PERMANENT INDEX NO: 24-04-108-038 and 24-04-108-039  ARA 5310 W 8914 CREAKER
Section <u>04</u> Township <u>37</u> North, Range <u>13</u> East of the Third Principal Meridian, Cook County, Illinois.
Len Quart

CHICAGO, ILLINOIS 1/35 1988 .

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Lawn,

#### UNITED STATES OF AMERICA

STATE OF ILLINOIS, COUNTY OF COOK

PLEAS, before the Honoral	LOUIS J. HYDE
	ort of Cook County, in the State of Illinois, holding a branch Court of said  -FEBRUARY 28th
	uty, and State, on
in the year of our Lord, one thousand	nine hundred and85
of the United States or America, the to	wo hundredth andTNINTH
900/7/	nine hundred and
	RICHARD M. DALEY, State's Attorney
	RICHARD J. ELROD, Sheriff
Attest: MORGAN M. FINLEY, Clerk	04
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B	Q <sub>1</sub>
M.	O <sub>/Sc.</sub> &
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### AGREEMENT ATTACHED

STATE OF !LLINOIS)SS. COUNTY OF COOK )

RESPONDENT

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

IN RE: THE MARRIAGE OF JAYNE L. MAUGERI PETITIONER

AND
BART MAUGERI

### JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the Petitioner, JAYNE L. MAUGERI by and through her attorneys, O'GRADY AND O'GRADY, and this cause having been heard on Petitioner's Petition and the Respondent, BART MAUGERI, having filed pro se appearance and stipulation that this matter be heard on an uncontested basis, the Court having heard the testimony in open Court of the Petitioner in support of the allegations container in her Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised in the premises FINDS THAT:

- A. This Court has jurisdiction of the parties hereto and the subject matter hereof;
- B. The Petitioner resided in Illinois at the time the Petition was filed and has continued to reside in Illinois for 90 days next preceding the making of the findings.
- C. The parties were married on August 13, 1977 in the City of Chicago, State of Illinois and said marriage is registered in Cook County, Illinois.

- D. That one (1) child was born as a result of the marriage, namely, NICHOLE, born July 30, 1979. That no children were adopted by the parties and the Petitioner is not now pregnant.
- E. That the Respondent has been guilty of extreme and repeated acts of mental cruelty against the Petitioner during the course of the marriage which have rendered impossible a continuation of the marital relationship existing between them.
- F. That the parties having voluntarily entered into the following settlement agreement and there is no just reason why it should not be incorporated into and made a part of the judgment.

STATE OF ILLINOIS ) SS. COUNTY OF COOK )

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

IN RE THE MARRIAGE OF JAYNE L. MAUGERI PETITIONER,

and

NO.

BART MAUGERI RESPONDENT.

### PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 20 day of of this 196 by and between JAYNE L. MAUGERI, Petitioner (nersinafter referred to as JAYNE and BART MAUGERI Respondent (hereinafter referred to as BART states as follows:

- A. The parties were lawfully married in the City of Chicago, State of Illinois on August 13, 1977.
- B. Irreconcilable difficulties and differences have arisen between the parties.
- C. That one (1) child was born as a result of this marriage and JAYNE is not now pregnant.
- D. That JAYNE has filed against BART an action for Dissolution of Marriage in the Circuit Court of Cook County,

Illinois, County Department, Domestic Relations Division under Docket Number

E. That the parties hereto consider it in their interest to settle between themselves now and forever the matter of custody support, maintenance, and medical coverage, and to fully settle rights of the 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 and all rights of every kind nature and description which either of them now has or may hereinafter have or claim to have against the other, or in or to any property of the other, whether real, personal or mixed now owned or which may hereinafter be acquired by either of the parties or any rights or claims in and to the estate of the other.

fully informed of the wealth, property, income of the other and that each party has been fully informed of his or her respective rights in the premises. Both parties further acknowledge that there has been no undue influence or coercion exercised upon them to enter into this Agreement and both feel that it is fair and equitable.

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

### ARTICLE I

### RICHT OF ACTION

1. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.

### ARTICLE II

### REAL ESTATE

- 1. It is agreed by parties that the marical residence located at 5310 W. 89th Street, Oak Lawn, Illinois, Cook County, Illinois, shall be sold when the parties child, NICHOLE attains 18 years of age. The residence at such time will be placed on the market for sale with a licensed real estate broker and the proceeds shall be divided as follows:
  - a. Payment of broker's commission.
  - b. Title costs, survey, revenue and transfer stamps, release fees and all normal and customary closing costs.

- the above and foregoing items shall be paid as follows:
- (1) Fifty (50%) percent to the Wife.
- (II) Fifty (53%) percent to the Busband.
- (III) The wife will receive a credit for the principal reduction resulting from JAYNE'S mortgage payment from the time of the entry of judgment to the sale of the marital residence.
- 2. JAYNE shall have exclusive possession of the marital residence and be responsible for mortgage, taxes, ordinary repairs and utility payments and hold BART free and harmless from said obligations until the marital residence is sold. The parties agree to split the major repairs on an equal basis.

  Major repairs shall be defined as repairs in excess of
  - 3. The parties may agree to sell the marital residence at an earlier date so long as such agreement is written and mutually acceptable.

- 4. The home will be placed on the market for sale if JAYNE remarries or cohabitates in the marital residence with a member of the opposite sex.
- 5. Either party may buy out the other's interest prior to the minor child's ittrining 18 yeras of age. The marital residence would be appraised and 50% of the approved net value given in return for a guit claim deed.

### ARTICLE III

### PERSONAL PROPERTY

1. All of the personal property of the parties has been previously divided to their mutual satisfaction including bank accounts. JAYNE shall keep as her sole property, free and clear of any interest held or claimed by BART personal property presently in her possession. BART shall keep as his sole property, free and clear of any interest held or elaimed by JAYNE all personal property presently in his possession.

#### ARTICLE IV

### CUSTODY

- 1. JAYNE and BART have decided that JAYNE is a fit and proper person to have the permanent custody, control and education of the minor children shall be with JAYNE subject to liberal and reasonable visitation rights, at reasonable times and hours.
- 2. Both JAYNE and BART vill use their best efforts to foster the respect, love and affection of the minor child toward each parent and shall cooperate fully in implementing a relationship with them that will give her the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation and vacation programs to accommodate the social and school commitments of the minor child. JAYNE and BART acknowledge that they both have a loving and close relationship with the minor child. Despite differences which have arisen between JAYNE and BART the minor children have not been middled in any controversies between the parents. JAYNE and BART shall continue to relate to the children in this spirit.
- 3. JAYNE and BART shall keep each other informed as to the exact place where each of them resides, the phone numbers



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.

4. JAYNE shall (dvise BART of any serious illness or injury suffered by the minor children as soon as possible after learning of same. JAYNE shall direct all doctors involved in the care and treatment of the minor children to give BART all information regarding any illness or injury if BART request same.

#### ARTICLE V

### VISITATION WITH THE MINOR CHILD

- 1. BART shall have all liberal and reasonable rights of visitation with the minor child at reasonable times and hours so long as JAYNE is given a minimum of 48 hours notice.
- 2. In the event a visitation period if made unavailable, by virtue of the school or camp schedule or serious illness or injury, JAYNE and BART shall cooperate to implement a reasonable substitute visitation period bearing in mind the best interests of the minor child.

3. If the minor child becomes seriously ill or injured during the time they are with BART while BART is exercising his visitation rights, BART shall give JAYNE details of said illness or injury and the name and phone number of the attending physician, if any.

#### ARTICLE VI

### SUPPORT

- minor child of the parties commencing upon entry of a

  Judgment for Dissolution of Marriage the sum of\$40.00 per

  wask to JAYNE through the Clerk of the court of Cnok County

  BART shall be entitled to claim the minor child as

  exemptions for Federal and State income tax purposes, so long as

  BART maintains support payment in a timely manner. JAME

  will be entitled to claim the minor child as an exemption for

  Federal and State income tax purposes if BART is not timely on

  his support payments.
- 2. JAYNE and BART agree to now and forever waive their right to maintenance from each other and thereby each relinquish any claim to maintenance either past, present or future.

#### ARTICLE VII

### MEDICAL EXPENSES

- 1. (A/NE covenants and agrees that she shall keep and maintain in full force and effects major medical and dental insurance for the benefit of the minor child through her employer Dominicks Corporation, Illinois. In the event JAYNE becomes unemployed or her employer fails to provide insurance coverage for whatever reason, then, BART at his sole expense shall maintain in full force and effect during such time a major medical and basic hospitalization coverage covering possible medical needs of the minor child and shall deliver a copy of said policy to JAYNE at her request. BART further agrees to be responsible for all extraordinary expenses not covered by BART'S insurance.
- 2. JAYNE agrees to pay and be responsible for 11 ordinary medical expenses incurred on behalf of the minor child. For purpose of this Agreement, extraordinary medical expenses shall include, but not by way of limitation, all teeth straightening costs, the cost of major illness requiring hospitalization, the cost of major dental work, operations, optical costs, psychiatric or psychological costs, serious accidents, or extended medical or other similar costs. JAYNE

agrees to submit to the medical insurance carrier those ordinary and extraordinary medical expenses of the child which are covered by such employment medical insurance.

#### ARTICLE VIII

### AUTOMOBILES

JAYNE shall receive to the 1981 Datsun automobile free of any interest of BART. BART will be held free and harmless from any obligations thereon. BART will receive title to the 1978 Ford truck free or any interest of JAYNE and hold JAYNE free and harmless from any obligations thereon.

#### ARTICLE IX

### PENSION PLAN

JAYNE and BART will each maintain their respective Pension and Credit Account Plans, free of any right, title, interest or claim from each other.

### ARITCLE X

#### DEBTS

- 1. The parties mutually acknowledge and agree that JAYNE will pay the following debts:
  - A. Visa \$300.00

- n) Master \$600.00
- Penney's \$200.00
- JAYNE will hold BART free and harmless from paying the aforementioned dobts.

### MARITAL RESPONSE

1. The foregoing constitutes the total and complete agreement of the parties, and, if approved by the Court, shall be made part of the Judgment for Dissolution of Marriage and shall be of effect and binding only if a Judgment for Dissolution of Marriage is entered in the said pending causes

ON MOTION of said attorneys, for the Petitioner, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS;

- A. The parties are awarded a Judgment for Dissolucion of Marriage and the bonds of matrimony existing between the Palitioner, JAYNE and the Respondent, BART are hereby dissolved.
- B. The property settlement agreement between JAYNE and BART hereinabove set forth in full, is made a part of the Judgment for Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the order of this Court to the same extent and

with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court, and each of the parties hereto shall perform under the terms of said agreement.

C. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

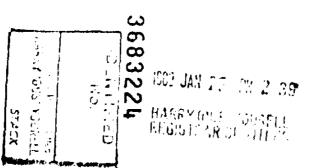
D. The Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the property settlement agreement.

DATED		· S
	ENTER:	ENTERED
	JUNGE	FEB 2 1985
JAYNE L. MAUGE	ERI	JUDGE LOUIS JI NYDE

BART MAUGERI

O'Grady and O'Grady
I.D.#12697
9501 S. New England Avenue
Oak Lawn, Illinois 60453
430-1410

DOO TO		
STATE OF ILLINOIS, COUNTY OF COOK	0040	
1, MORGAN M. FINLEY, Clerk and the keeper of the records, files and sea	of the Circuit Court of Cook County, in and at thereof, do hereby certify the above and for	for the State of Illinois, egoing to be true, perfect
•	UDGMENT MADE AND ENTERED OF REC	
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in a certain cause lately pending in said Cou  JAYNE L. MAUGERI	rt, between	plaintiff/petitioner
and BART MAUGERI		defendant/respondent.
	IN WITNESS WHEREOF, I have hereunto	set my band, and affixed
	the seal of said Court, in said County, t	his 25th
	day of JANUARY	
ARAN CCDCHA	Breaking the way	



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Property of Cook County Clerk's Office

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