UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

PLEAS, before the Honorable JAMES L. HARRIS
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 -DECEMBER 31st.,
in the year of our Lord, one thousand nine hundred and -87 and of the Independence of the United States of America, the two hundredth and -TWELFTH

PRESENT: - The Honorable JAMES L. HARRIS
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
~~RICHARD J. ELROD~~, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ATTORNEY CODE NO.: 26672

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

IN RE: THE MARRIAGE OF	)	87D16032
MICHAEL A. WICK,	)	
Petitioner,	)	
and	)	NO.:
DEBORAH G. WICK,	)	
Respondent.	)	

NO FEES DUE RIGHT

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY came again the Petitioner, MICHAEL A. WICK, by and through his attorney, KEVIN W. DILLON, and the Respondent, DEBORAH G. WICK, Pro-Se, having filed her appearance, and this cause came on for a hearing as an uncontested cause upon the uncontested cause stipulation executed by the parties, and the Court having heard the testimony in Open Court of the Petitioner in support of the allegations contained in his Petition for Dissolution of Marriage and the Court having considered all the evidence and now being fully advised in the premises, FINDS THAT:

(a) The Court has jurisdiction of the parties hereto and of the subject matter hereof.

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Judgment of Dissolution. This order is Final. All issues in controversy have been resolved.

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(b) The Petitioner was domiciled and resided in the State of Illinois for more than ninety (90) days prior to the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile and residence in the State of Illinois for at least ninety (90) days next preceding the making of the findings.

(c) The parties were married on the 27th day of October, 1979 and said marriage was registered in Cook County, Illinois.

(d) That no children were born to the marriage, no children were adopted by the parties and the Respondent is not now pregnant.

(e) That irreconcilable differences have caused the irretrievable breakdown of the marriage and that attempts at reconciliation have failed; further, any future attempts at reconciliation would be fruitless and unmeaningful and not in the best interests of the family. That the parties have lived continously separate and apart in excess of six (6) months next prior to the entry of this Judgment and both have waived the statutory two (2) year waiting period as evidenced in their affidavit-stipulations filed with the Court.

(f) The Petitioner has proved the material allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence and that a Judgment for Dissolution of Marriage should be entered herein.

(g) The parties hereto have entered into a Settlement Agreement dated August 19, 1987, concerning the questions of maintenance of the Respondent and the respective rights of each party in and to the property, income or estate which either of them

now owns or may hereinafter acquire, including a division of all marital and non-marital property, and other matters which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto and it is not unconscionable and ought to receive the approval of this Court, and is incorporated herein and attached hereto.

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. That the parties be awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Petitioner and the Respondent are hereby dissolved.

2. The Agreement between the Petitioner and the Respondent, dated August 19, 1987, as set forth in full and attached hereto, is made a part hereof of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders 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; each of the parties hereto shall perform under the terms of said Agreement.

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

4. 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 by homestead, succession and inheritance arising out of the marital relationship of any other existing between the

parties hereto, except as expressly set forth in the aforesaid Agreement is forever barred and terminated.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all other terms of the Settlement Agreement made in writing between the parties hereto dated August 19, 1987.

DEC 31 1987

ENTER: _____, 1987

JUDGE

APPROVED:

KEVIN W. DILLON
Petitioner's Counsel

KEVIN W. DILLON
Attorney for Petitioner
7130 W. Talcott Ave.
Chicago, Illinois 60631
(312) 775-7624
Attorney No. 26672

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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 MICHAEL A. WICK, Petitioner, and DEBORAH G. WICK, Respondent.	NO.: 87 D 16032

MARITAL SETTLEMENT AGREEMENT

This 13 page Agreement, made this 19th day of August, 1987, at Chicago, Illinois, by and between MICHAEL A. WICK, (hereinafter referred to as the "Petitioner"), residing in Chicago, Cook County, Illinois, and DEBORAH G. WICK, (hereinafter referred to as the "Respondent"), residing in Chicago, Cook County, Illinois.

1. That the parties were lawfully married on October 27th, 1979 in Chicago, Illinois, and registered in Cook County, Illinois.

2. That for a long time preceding this Agreement, irreconcilable differences and difficulties have arisen between the parties, as a result of which they have lived separate and apart continously from each other for six (6) months next prior to the entry of Judgment for Dissolution and further by stipulation waived the total two (2) year

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waiting period.

3. That no children were born to the marriage, no children were adopted by the parties and the Respondent is not now pregnant.

4. That the Petitioner has filed against the Respondent, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division under Docket No. 87 D 16032. The case is entitled IN RE: THE MARRIAGE OF MICHAEL A. WICK, Petitioner, and DEBORAH G. WICK, Respondent, and that case remains pending and undetermined.

5. That the parties hereto consider it in their best interests to settle between themselves the questions of maintenance for 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 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 claims in and to the estate of the other.

6. That the Petitioner has employed and has had the benefit of counsel of KEVIN W. DILLON, as his attorney. That Respondent has read this Agreement and freely and voluntarily enters into this Agreement with the acknowledgement that she could seek legal counsel.

Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. Each party 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.

7. That all of the preamble clauses herein set forth in this Agreement are hereby incorporated by reference and are to be considered as part of this Agreement, and both of the parties are entering into the same with full knowledge of the foregoing facts and agree to the truth and correctness thereof.

8. That the parties hereto shall enter into a written stipulation to have the aforementioned Dissolution of Marriage matter heard upon the Petitioner's petition for Dissolution of Marriage, and the Respondent's response thereto as an uncontested matter in the nature of a default.

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:

ARTICLE I

Right of Action

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

2. The Petitioner reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which may be commenced by the Respondent. The Respondent 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 the Petitioner.

ARTICLE II

Property Settlement

1. Respondent shall convey by Quit Claim Deed to Petitioner any and all of her title, rights and ownership in the Marital Residence located at 6018 N. Oriole, Chicago, Illinois 60631. A copy of the legal description is attached hereto and marked as Exhibit 1.

The Petitioner agrees and acknowledges that he is solely responsible for any and all mortgage payments, insurance, real estate taxes, utilities, water, sewer and any other expenses and costs for said Marital Residence and the property thereon, and agrees to hold harmless and indemnify the Respondent for any liability for the same.

2. Petitioner shall convey by Quit Claim Deed to Respondent any and all of his title, rights and ownership to the condominium, Unit No. 303, located at 5215 N. Potawatomie, Chicago, Illinois 60656. A copy of the legal description is attached hereto and marked as Exhibit 2.

The Respondent agrees and acknowledges that she is solely responsible for any and all real estate taxes, mortgage payments, assessments and any other costs or expenses related to said property, and agrees to hold harmless and indemnify the Petitioner for any liability for the same.

3. The Petitioner hereby agrees to waive any and all rights or claims he may have to the Respondent's pension, profit-sharing or any other like benefit arising out of her employment that she may have or possess.

The Respondent hereby agrees to waive any and all rights or claims she may have to the Petitioner's pension, profit-sharing or any other like benefit arising out of his employment that he may have or possess.

4. Respondent is to receive ---------- within thirty (30) days of the signing of this Agreement, the sum of Thirty-Five Thousand Dollars ($35,000.00).

5. That the Petitioner is to solely and exclusively own the 1985 Delta 88 Oldsmobile. Petitioner agrees and hereby acknowledges that he will hold harmless and indemnify the Respondent for any and all liabilities for any and all auto loan payments for said 1985 Oldsmobile.

6. Respondent is to solely and exclusively own the Time Share Condominium at Olympia and the 1986 Oldsmobile Calais automobile.

Respondent agrees and hereby acknowledges that she shall hold harmless and indemnify the Petitioner for liability for any and all mortgage payments, assessments expenses and costs for the said condominium and for any and all automobile loan payments for the said 1986 Oldsmobile.

7. That the parties presently own real property located in Oak Run, Galesburg, Illinois, and hereby agree to split equally any profits derived from its sale.

8. That the parties have already agreed to the division of the furniture and personal possessions.

ARTICLE III

Counsel Fees

1. The Petitioner shall be responsible for all attorney's fees and court costs accrued by him in the cause of action now pending between the parties.

2. The Respondent shall be responsible for all attorneys' fees and court costs, if any, accrued by her in the course of action now pending between the parties.

ARTICLE IV

General Provisions

1. Execution of Documents: Each of the parties hereto shall execute and acknowledge, upon the effective date of the Judgment for

Dissolution of the Marriage, 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 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 or 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 the transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

2. Mutual Release and Waiver of Estate Claim: 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 alimony and/or 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 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 and/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 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. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties 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 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 obligation 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 the Respondent or the Petitioner 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 such judgment or decree for dissolution of marriage, either directly or by reference, and this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

ARTICLE V

Maintenance

(Waiver of Maintenance)

1. That the Respondent hereby waives any and all rights to maintenance, past and present and future, as against the Petitioner.

2. That the Petitioner hereby waives any and all rights to maintenance, past, present and future, as against the Respondent.

The terms and conditions contained in this Agreement shall be incorporated and made a part of the Judgment for Dissolution of Marriage if and when entered by the Court, and said Judgment for Dissolution of Marriage shall contain the following paragraph, to wit:

"The Court shall retain jurisdiction of this cause and of the parties hereto and of the subject matter hereof for the purpose of enforcing all of the terms and conditions set forth in this Agreement."

Any executed copies of this Agreement, for all intents and purposes, shall be considered and treated as the original.

ARTICLE VI

Both parties hereby agree to delineate any complaints or claims in writing and sending the same by certified mail return receipt requested before petitioning the Court for any relief.

IN WITNESS WHEREOF, the Respondent and the Petitioner have hereunto set their respective hands and seals this day and year first above written.

MICHAEL A. WICK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared MICHAEL A. WICK, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he has executed and delivered said instrument as his free and voluntary act and deed for the use and the purposes herein set forth.

Given under my hand and notarial seal this 19th day of August, 1987.

NOTARY PUBLIC

" OFFICIAL SEAL "
KEVIN W. DILLON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/4/90

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Deborah G. Wick

DEBORAH G. WICK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared DEBORAH G. WICK, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she has executed and delivered said instrument as her free and voluntary act and deed for the use and the purpose herein set forth.

Given under my hand and notarial seal this 19th day of August, 1987.

Kevin W. Dillon

NOTARY PUBLIC

" OFFICIAL SEAL "
KEVIN W. DILLON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/4/90

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KEVIN W. DILLON
Attorney for Petitioner
7130 W. Talcott Ave.
Chicago, Illinois 60631
(312) 775-7624
Attorney No. 26672

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EXHIBIT ONE

Lot Nineteen (19) in Second Addition to George C. Yost's Canfield Talcott Ridge Addition to Chicago, being a Subdivision of part of the Northwest Quarter (1/4) of Section 1, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DKO-12-01-125-025

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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:

in a certain cause lately pending in said Court, between

MICHAEL A. WICK ..... plaintiff/petitioner

and DEBORAH G. WICK ..... defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 20th day of JANUARY 19 88

Morgan M. Finley Clerk

(10-84) CCDCH-6

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HARRY (BUS) YOURELL
REGISTRAR OF TITLES

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IDENTIFIED
No.

Registrar of Torrens Titles
HARRY "BUS" YOURELL
Sartorio

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ATTORNEYS' TITLE
GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL. 60603

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