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Certificate No. 788508 Document No. 1803437

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 788508 indicated affecting the
following described premises, to-wit:

Lot 1052 in J.E. Morrison and Co.'s Hometown Unit no. 5, a subdivision
of part of the Northwest Quarter of section 3, Town 37 North, Range 13,
East of the Third Principal Meridian.

PROPERTY INDEX NUMBER 000

<u>24</u>	<u>03</u>	<u>124</u>	<u>027</u>			
A	UA					UNIT

8732 S KILBOURNE

3698861

<u>24</u>	<u>03</u>	<u>124</u>	<u>027</u>			
A	UA					UNIT

8732 S KILBOURNE

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

Kathleen Corbett

CHICAGO, ILLINOIS 4-7 19 88

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STATE OF ILLINOIS)
COUNTY OF COOK) SS: *B*

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

ENTERED
CIRCUIT COURT
MORGAN M. FINLEY
JUN 3 1981
JUDGE W. E. PETERSON
DEPUTY CLERK

IN RE: THE MARRIAGE OF
KATHLEEN T. CORLETT
Petitioner
and
RICHARD G. CORLETT
Respondent

NO. 81 D 1895

JUDGMENT FOR DISSOLUTION OF MARRIAGE

CAME again this day, the Petitioner, KATHLEEN T. CORLETT, and it appearing to the Court that the Respondent, RICHARD G. CORLETT, had due notice of the pendency of these proceedings and has been properly served with Summons in the instant cause, has failed to plead, and that a Default Judgment has been entered against him by this Honorable Court, and that this cause is coming on for a hearing as a default matter, the Respondent having failed to plead to the allegations in the Petitioner's Complaint, and the hearing further coming upon the Stipulation of the parties to incorporate herein a Marital Settlement Agreement heretofore reached by and between the parties hereto, and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, and the Court having considered all of the evidence and now being fully advised in the premises:

THE COURT DOETH MAKE THE FOLLOWING FINDINGS OF FACT:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
2. That the Petitioner was domiciled in the City of Hometown, County of Cook and State of Illinois at the time that the Petition for Dissolution was commenced and has maintained a domicile in the City of Hometown, County of Cook and State of

AGREEMENT ATTACHED

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CHICAGO, ILL.

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Illinois for 90 days last past and immediately preceding the making of these Findings by this Honorable Court.

3. That the Petitioner and the Respondent were lawfully married on the 30th day of November, 1957, in the City of Chicago, County of Cook and State of Illinois, and have lived together from the date of their marriage until on or about February 6, 1981, when they ceased to live and cohabit together as husband and wife, up to and including the present date.

4. That there were born to the parties hereto as legal issue of this marriage, four (4) children, whose names are:

SHARON M CORLETT, Born April 24, 1959, age 21;

CYNTHIA R. CORLETT, born Oct. 18, 1961, age 19;

MICHELE T. CORLETT, born Jan. 30, 1966, age 15; and

RICHARD E. CORLETT born Dec. 3, 1968, age 12 and

that no other children were born or adopted as legal issue of this marriage and that none are expected.

5. That pursuant to the applicable provisions governing Dissolution of Marriage contained in the Illinois Revised Statutes, the Respondent, by his conduct, is guilty of mental cruelty toward the Petitioner herein, without cause or provocation by the Petitioner, and the Court so Finds from the evidence presented before it and contained in the record hereof.

6. That accordingly, the Petitioner has proved the material allegations of her Petition for Dissolution of Marriage, by substantial, competent and relevant evidence, and that a Judgment for Dissolution of Marriage should be entered herein.

7. That the parties hereto have entered into a written Marital Settlement Agreement dated the 15th day of February, 1981, which was introduced into evidence as Petitioner's Exhibit No. 1, concerning the questions of support and maintenance of the Petitioner and their minor children, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which

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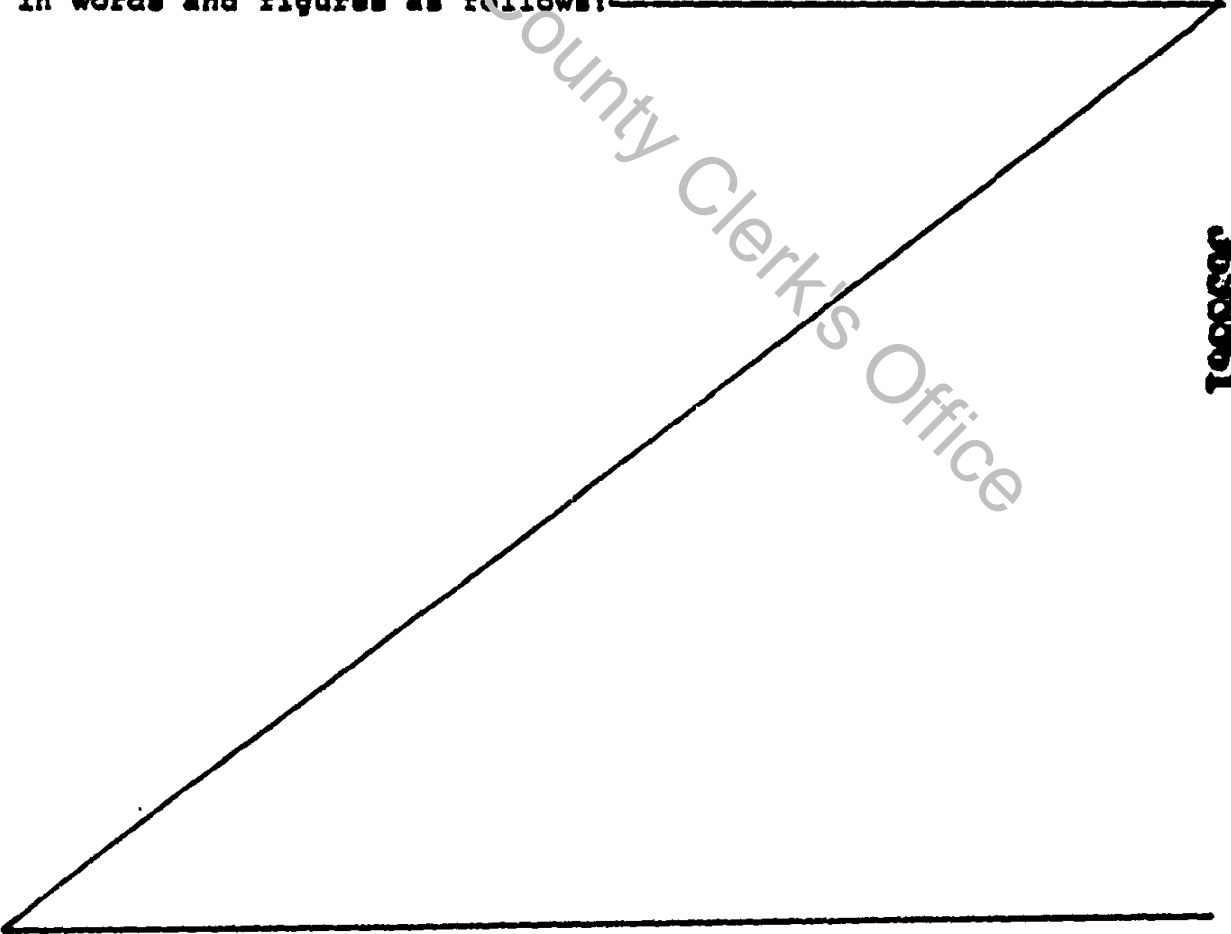
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Agreement has been presented to this Court for its consideration. That said Agreement was entered into freely and voluntarily between the parties hereto, that it is not unconscionable and ought to receive approval of this Court.

IT IS THEREFORE, ACCORDINGLY ORDERED, ADJUDGED AND DECREED, THAT THIS COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AND DECREE AS FOLLOWS:

1. That the bonds of matrimony existing between the Petitioner, KATHLEEN T. CORLETT and the Respondent, RICHARD G. CORLETT, do and the same are hereby dissolved and the same are dissolved accordingly, and both parties are awarded a Judgment of Dissolution of Marriage.

2. That the Marital Settlement Agreement in writing, heretofore made and entered into by and between the parties hereto which reference has heretofore been made, which said Agreement is in words and figures as follows:



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INVESTIGATION REPORT
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

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

IN RE: THE MARRIAGE OF)
KATHLEEN T. CORLETT)
Petitioner)
and)
RICHARD G. CORLETT)
Respondent)

NO. 81 D 1895

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 15th day of February, 1981, by and between KATHLEEN T. CORLETT, for convenience, hereinafter referred to as the "Wife", residing in the City of Hometown, County of Cook and State of Illinois, and RICHARD G. CORLETT, for convenience, hereinafter referred to as the "Husband", residing in the City of Hometown, County of Cook and State of Illinois.

WITNESSETH:

- Time and Place of Marriage. That the parties herein were lawfully married on the 30th day of November, 1957, in the City of Chicago, County of Cook and State of Illinois.
- Separation of Parties. That irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased to live and cohabit together as Husband and Wife from on or about February 6, 1981, up to and including the present date.
- Children and Fitness for Custody. That there was born to the parties hereto, as legal issue of this marriage, four children, that none were adopted, nor are any expected at this time. The names, the dates of birth and the ages of the children are as follows, to-wit:

Richard G. Corlett
Richard G. Corlett
ID.

369861

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT OF THE
COMMISSIONERS OF THE
LAND OFFICE

IN RESPONSE TO A
RESOLUTION PASSED
BY THE SENATE

ON JANUARY 11, 1900,
RELATIVE TO THE
LANDS BELONGING TO THE
STATE OF ILLINOIS

AND TO THE
LANDS BELONGING TO THE
UNITED STATES

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE COURT

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	BORN:	AGE:
SHARON M. CORLETT	April 24, 1959	21
CYNTHIA R. CORLETT	Oct. 18, 1961	19
MICHELE T. CORLETT	Jan. 30, 1966	15
RICHARD E. CORLETT	Dec. 3, 1968	12

4. Pending Action. That the Wife has filed against the husband an action for Dissolution of Marriage, in the Circuit Court of Cook County, Illinois under Docket No. 81 D 1895, and that this cause is entitled, "IN RE: THE MARRIAGE OF KATHLEEN T. CORLETT, Petitioner and RICHARD G. CORLETT, Respondent" and that this cause remains pending and undetermined.

5. Settlement. That without any collusion as to the pending Dissolution of Marriage proceedings between the parties hereto, the parties consider it to their best interests to settle between themselves, now and forever, the matters of maintenance for the wife and for the husband, custody, support, medical care and education of the children of the parties, and that the parties consider it to their best interests to fully settle their respective property and other rights, including without limitation, rights growing out of the marital or any other relationship now or previously existing between them, 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, personal or mixed, now owned or which may hereafter be acquired by either of them, or in or to the separate estate of the other party.

6. Full Financial Disclosure. That the wife has employed and had the benefit of counsel of Mr. JOHN H. BICKLEY, JR., as her attorney. That the husband is unemployed and has been properly served with Summons and chooses not to contest the Petition for Dissolution of Marriage. That the parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. That each party also acknowledges that he and she is conversant with all of the wealth, property, estate

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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 ACKNOWLEDGE, THE PARTIES DO HEREBY FREELY AND VOLUNTARILY AGREE AS FOLLOWS:

ARTICLE I

RIGHT OF ACTION

1.01 This Agreement is not one to obtain or stimulate a Dissolution of Marriage. That the wife reserves the right to prosecute any action for Dissolution of Marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by the husband. That the husband reserves the right to prosecute any action for Dissolution Of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the wife.

ARTICLE II

CUSTODY, VISITATION AND SUPPORT OF THE MINOR CHILDREN

2.01 Support. That the husband shall pay to the wife, the sum of \$57.50 per week as and for support and maintenance of MICHELE T. CORLETT, age 15 and RICHARD E. CORLETT, age 12, the minor children of the parties hereto, that being the sum of \$230.00 per month for the support and maintenance of said minor children, commencing on the 1st day of March, 1981.

2.02 Custody. That the husband and the wife agree that the wife is a fit and proper person to have the sole care, custody, control and education of the minor children during their minority.

2.03 Relationship with Children. That both the wife and the husband shall use their best efforts to foster the love, respect and affection of the children towards each parent and shall

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20__.

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cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security that may be possible.

2.04 Illness or Injury of Children. That the wife shall advise the husband of any serious illness or injury suffered by the children as soon as possible after learning of the same; that wife shall direct that the husband be informed as to all matters pertaining to said children and shall direct all doctors, hospitals and other medical care facilities involved in the care, treatment of the illness or injury to such child to so notify the husband immediately upon request.

2.05 Visitation. That the husband shall, at all times, have the right of reasonable visitation with the children, and that during such visits the husband may take the children from their place of residence for a reasonable period of time during the day or evening. That the husband shall attempt to arrange for such visitation on specific days or weeks, upon a reasonably regular basis and upon reasonable advance notice. That the husband shall have the right to remove the children from the State of Illinois for a period not in excess of two weeks and remove the children for extended vacation periods for a period not to exceed two weeks, also upon reasonable advance notice. That the husband shall provide the children with proper and sufficient clothing and personal effects that may be required for their needs and comfort during each period of visitation.

That if the husband and wife are not able to agree with regard to any matter of visitation, either party may, upon proper notice, petition a court of competent jurisdiction to render a decision and enter an order modifying any issue of visitation.

2.06 Visitation Unrelated to Support. That if the husband should for any reason fail to comply with any of the payment obligations as set forth in this Agreement, such failure shall not be a basis for the wife to deny rights of visitation. That the rights of visitation and the payment obligations are and shall be treated as independent covenants and enforced accordingly.

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ARTICLE I I I

SUPPORT AND RELATED MATTERS

3.01 Maintenance of Wife. That the husband agrees to pay for a period of four (4) years, commencing March 1, 1981, the sum of \$ 630.00 ^{per month} /as and for maintenance for the wife. That it is anticipated by and between the respective parties hereto, that within four years from the date hereof, the wife will have acquired sufficient work skills and education to enable her to support herself. That the amount of monies paid pursuant to the provisions of this Article, will be in addition to the amounts of monies paid to the wife as and for support to the parties' minor children. That the maintenance payments to be made by the husband to the wife on the first day of each month, and concurrent with the monthly payments for child support heretofore set forth herein.

3.02 Representations of Income. That the said support payments and maintenance payments as set forth for the use and benefit of the wife and the parties' minor children, are based upon the representation by the husband that his income from all sources in the calendar year 1980, was the sum of \$ 10,000.00 and that by the representation of the wife, that her income from all sources was negligible.

3.03 Calculation of Increase or Reduction. That it is specifically agreed and mutually understood by both the husband and wife that upon a "substantial change in circumstances of the parties" which may include by way of example, but not by way of limitation, the wife having a substantially greater need for support for the minor children of the parties hereto, or for herself, or the husband having a substantial change in his ability to provide support, or any other substantial change in circumstances as the term is defined by the statutes and case law of the State of Illinois, then the parties agree to use their best efforts to reach an agreement with respect to the amount of the modification of the support and maintenance for the minor children and the wife. That in the event the parties cannot agree, then either

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party, upon proper notice, can petition a court of competent jurisdiction for a full and complete hearing and an order modifying support.

3.04 Tax Effects of Payment. That all of the payments to be made by the husband to the wife, pursuant to this Article III and the provisions of Article II with regard to child support, will be periodic payments in discharge of a legal obligation which, because of the marital or family relationship, is imposed upon or incurred by the husband under this written instrument, incident to a Dissolution of Marriage, all within the meaning and intendment of Section 71 (a) and Section 215 of the Internal Revenue Code of 1954, as amended and as now in effect and of similar provisions of future laws; and that such payments shall be includable in the wife's gross income pursuant to said Section 71 (a) and the remaining subsections of Section 71 and will be deductible by the husband pursuant to Section 215 in determining their respective taxable income. In the event that all or any part of such payments for any year are not includable by the wife and so deductible by the husband in determination of their respective taxable incomes, whether by interpretation or application of the present federal statutory provisions, or by their amendment or repeal or otherwise, at any time throughout the term of this Agreement, then, and in that event the parties mutually agree as follows:

a. Recognize and agree that the amount of support allowance established hereby will or may no longer be fair, equitable or just to the husband, since the same was established hereunder on the assumption that the total amount thereof would be deductible to the husband as hereinabove indicated for U. S. Income Tax purposes, and

b. Mutually agree to use their best efforts to reach an agreement with respect to a modification of the support and maintenance allowance for the parties' minor children and wife, so that the net cost to the

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husband after taxes is substantially the same as it was previously agreed, provided, and upon the condition that there is no greater tax detriment to the husband, and

c. In the event the parties cannot so agree, then either party, upon proper notice, can petition a court of competent jurisdiction for a full hearing and an order modifying support.

3.05 Tax Exemption for Children. That the parties hereto mutually agree that the husband shall be entitled to claim as exemption for federal and state income tax purposes, the minor children of the parties hereto, for each taxable year until such child is emancipated. This will remain in effect providing the husband's child support payments constitute more than 50% of the children's support. If not, then the wife may claim the exemptions on her income tax, providing she has furnished more than 50% of the support for the parties' minor children.

3.06 Independent Covenants. That if the wife should for any reason fail to comply with the visitation provisions set forth in Article II, the husband shall not be entitled to withhold from the wife any of the amounts due to her pursuant to this Article III. That the rights of visitation and the payment of maintenance and support obligations, are and shall be treated as independent covenants enforced accordingly.

ARTICLE IV

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF THE CHILDREN

4.01 Medical, Dental and Optical Expense. That the wife shall pay for all of the ordinary medical, dental, optical and psychiatric expenses of the minor children of the parties hereto. That the term, "ordinary medical expenses" as used in this paragraph shall specifically mean any medical, dental, optical or psychiatric expense incurred at one time, for one condition or treatment, in the amount of Fifty (\$50.00) Dollars or less.

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4.02 Extraordinary Medical, Dental and Optical Expense.

That the husband shall pay for the extraordinary medical, dental, optical and psychiatric expense of the said minor children of the parties until they obtain full emancipation as hereinafter defined. The term, "extraordinary medical, dental, optical and psychiatric care" as used in this Section 4.02 shall include major ailments, drug supplies, psychiatric treatment, dental prophylaxis, eye examination and eyeglasses, and the like, and further include all teeth straightening, major dental work, operations and services rendered as a result of serious accident, or as a result of serious illnesses requiring hospitalization or extended medical care and shall specifically mean any medical expense incurred at one time in the amount of Fifty (\$50.00) Dollars or more, for the treatment of a single condition or injury. That said obligation of the husband shall be reduced to the extent that such medical, dental or optical expenses are paid or reimbursed by insurance, whether such insurance is maintained by the husband or wife or provided by the employer of the husband or wife. That in the event of an illness of a child or the need for extraordinary medical, dental, optical or psychiatric care, the wife shall consult with the husband as to any needed treatment and which physician or other health care provider shall provide such medical, dental, optical or psychiatric services before incurring expenses in any of these connections. It is understood by both parties that the custodial parent's obligation to consult with the non-custodial parent shall not apply in cases of emergency where the life or health of the child might be imperiled by delay.

4.03 Emancipation of Child. That the obligation pursuant to this Article IV, with respect to each minor child of the parties hereto, shall terminate when that child attains full emancipation as hereinafter defined.

4.04 Medical, Hospitalization and Accident Insurance Coverage. That the husband shall maintain accident insurance for the benefit of the parties' minor children and shall provide

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211 N. MICHIGAN AVENUE

ANN ARBOR MI 48101

TEL 764-2200

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the wife and custodial parent with some written evidence of the same making use of such insurance available in an emergency, and the husband shall provide an identification card or other suitable document evidencing the fact of medical insurance and thus enabling the minor child to inform any entity providing medical services of the availability of medical, hospitalization and accident insurance coverage and shall fully provide the custodial parent with adequate and proper booklets and brochures as will reasonably inform said parent of the benefits available to such child under this medical hospitalization and accident insurance.

ARTICLE V

EDUCATION OF CHILDREN AND RELATED EXPENSES

5.01 Education Expense. That the husband shall pay for the complete college education of the parties' minor children. By complete college education, there is meant, included and intended, but not by way of limitation, tuition, board, lodgings, books, assessments and charges, clothing, transportation expenses between the school and home of each child, not to exceed three (3) round trips per scholastic year (if the child is in attendance in an out of town school), registration and other required fees, professional and/or sorority dues and any other reasonably necessary expense.

5.02 Conditions of Payment Obligations. That the husband's obligation to provide college education for the parties' minor children is conditioned upon the following:

- a. That the child has, at the time, the desire and aptitude for a college education;
- b. That the undergraduate college education is limited to four (4) consecutive years beginning not more than one year after graduation from high school, except that the time shall be extended in

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the case of serious illness or other good cause shown;

c. That the husband has the financial ability to reasonably afford to pay for the college education and expense at the undergraduate and graduate level as the case may be, however, graduate school is limited to three (3) consecutive years after graduation from undergraduate school, except the time shall be extended in the case of serious illness or other good cause shown.

5.03 Decisions. That the decisions affecting the education of the parties' minor children, including the choice of college, shall be made jointly by the parties and shall consider the expressed preference of each such child, but that the express preference of the child shall be one factor to consider but not the determining factor of the choice of the college, however, neither party shall unreasonably withhold his or her consent to the expressed preference of the child. In the event that the parties cannot agree upon the school to be attended or in respect to any of the foregoing, then either party, upon proper notice, can petition a court of competent jurisdiction for an order on the disputed issues.

ARTICLE VI

EMANCIPATION OF CHILD

6.01 Emancipation Event. That for the purposes of this Agreement, the minor children of the parties shall be deemed fully emancipated upon the first to occur of any of the following:

- a. The child's marriage;
- b. The child abandoning all further plans for a college education after attaining the age of eighteen years;
- c. The child establishing a permanent residence away from the permanent residence of the

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custodial parent (a residence at a boarding school, camp, trade school, college or professional school not being deemed to be a residence away from the permanent residence of the custodial parent.);

d. The child engaging in full-time employment, except that the child engaging in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE VII

PROPERTY SETTLEMENT

7.01 Jointly Owned Property. That the husband and the wife own jointly, diverse property both real and personal and that the parties hereto make the following division of said property so that each of the parties hereto shall have property as their sole and separate estate based upon the fair market values as of March 1, 1981, in amounts equal to their proportionate share of jointly owned property. It is specifically recognized and agreed by each of the parties hereto that the following provisions constitute a division of property by co-owners as such co-owners of the specified property and does not involve, in any manner whatsoever, any release of the marital rights which are dealt with and provided for elsewhere in this Agreement; further, the arrangements set forth in this Article VII do not constitute a sale or other disposition of any item of such property, but reflect a reasonable attempt to divide the properties of which the husband and the wife are co-owners.

7.02 Division of Jointly Owned Property. That the parties agree that in order to effectuate an equal division of the jointly owned properties, the division shall be as follows:

1. The parties own jointly, one parcel of real estate located at 8732 South Kilbourn, Hometown, Illinois. The husband, RICHARD G. CORLETT agrees with the wife to execute a quit claim deed to any and all

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BICKLEY

SUITE 2200

1330 N. MICHIGAN AVENUE

CHICAGO, IL 60601

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right, title and interest which he may have in both the personal property, furnishings and the realty located at 8732 South Kilbourn, Hometown, Illinois.

2. The husband further agrees to release and execute a bill of sale or other documentation necessary to transfer full and complete ownership to the wife, of a certain 1979 Pontiac Sunbird automobile.

3. The wife agrees to release and execute a bill of sale or other documentation to a 1976 Oldsmobile Delta 88, so as to transfer full ownership and all right, title and interest to said automobile to the husband herein.

4. The wife agrees to release and forever disclaim any interest in or to a certain profit sharing plan owned by the husband, RICHARD G. CORLETT in the approximate amount of \$19,000 as well as a certain savings account in the husband's name at the First National Bank of Oak Lawn, Oak Lawn, Illinois, and further agrees to execute any and all documentation or other affirmations to establish that the aforesaid profit sharing plan in the approximate amount of \$19,000.00 and the savings account at the First National Bank of Oak Lawn, becomes the sole and singular property of the husband herein.

7.03 Household Furniture, Furnishings and Fixtures. That on and after the entry of a Judgment for Dissolution of Marriage, the wife shall have as her sole and separate property, all of the household furniture, furnishings, linens, dishes, silverware and all other personal property used in and in connection with the marital home located at 8732 South Kilbourn, Hometown, Illinois. That the husband shall execute and deliver to the wife, a Bill of Sale in favor of the wife for all of the personal property of whatsoever kind and nature and description is then located in that marital home.

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7.04 Personal Effects. That all of the personal property, papers, clothing, books, jewelry, photographs and all other personal property belonging to each of the parties shall continue to be his or her sole and separate property and that the husband shall on or before the entry of a Judgment for Dissolution of Marriage, remove all of his personal property from the marital residence, located at 8732 South Kilbourn, Homatown, Illinois, including any household furniture, furnishings and fixtures that the parties agree belong to the husband.

7.05 Conveyances and Releases. That to the extent possible, the provisions of this Article VII shall be deemed to constitute a conveyance by each of the parties to the other of the property interest to which the other is entitled hereunder, and a release by each of the parties of any right, title or interest in any property interest to which the other is entitled hereunder. To the extent that the conveyance of any separate instrument shall be necessary to convey or release their interest in the property specified in this Article VII in order to give each of the parties the ownership rights to which they are entitled hereunder, each or either of the parties shall, upon reasonable request to the other, execute, acknowledge and deliver, good and sufficient instruments necessary or proper to vest the titles in the estates in the respective parties hereto, as heretofore provided.

ARTICLE VIII

DEBTS AND OBLIGATIONS

8.01 Family Expenses. That except with respect to the mortgage loans on their parcel of real estate, real estate taxes and other obligations related to the marital residence or obligations for which provision for payment has heretofore been made in this Agreement, the husband shall be responsible for the payment of all debts, loans, liabilities and obligations which were incurred by the husband, wife or child, prior to the entry of a Judgment for Dissolution of Marriage.

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10/20/18

COOK COUNTY CLERK'S OFFICE
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8.02 Indemnification. That the husband shall indemnify and hold harmless the wife for and from any liability for the payment of any debt, loan, liability or obligation which is their mutual responsibility in accordance with this Article VIII, with the exception to the First Mortgage on the marital residence.

8.03 Charge Accounts and Credit Cards. That on or before the entry of a Judgment for Dissolution of Marriage, each of the parties hereto shall surrender to the other party any and all credit accounts and charge account plates held in the name of the other party and that each of the parties hereto shall be individually responsible for and shall fully pay out of their own funds any and all charges, debts and obligations incurred by use of said credit card or charge accounts after the entry of a Judgment for Dissolution of Marriage.

ARTICLE IX

LIFE INSURANCE

9.01 Life Insurance. That for the purpose of providing for the support of the minor children of the parties hereto in the event of the death of the husband, the husband agrees that subsequent to the execution of this Agreement and prior to the entry of any Judgment for Dissolution of Marriage, he shall keep in full force and effect, or in the alternative, he shall obtain a policy or policies of life insurance upon his life to maintain in full force and effect life insurance in the face amount of Fifty Thousand (\$50,000.00) Dollars.

9.02 Notices and Beneficiary Designation. That the husband further agrees that on all said life insurance policies he shall designate the wife as custodian of the proceeds of said policy or policies for the use and benefit of the minor children of the parties hereto, and he further agrees that the designation of the wife as custodian of the proceeds of said policy or policies for the use and benefit of the minor children of the parties hereto shall be and remain irrevocable. That the husband shall pay all

BICKLEY AND
BICKLEY
SUITE 2300

232 N. MICHIGAN AVENUE

CHICAGO, IL 60601

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the premiums thereon and continuously maintain said policy or policies in full force and effect. The husband further agrees that he shall deposit duplicate policies with the wife and duplicate premium notices and receipts shall be sent to the wife. It is expressly understood between the parties hereto that the sole purpose for this provision is to provide for the support of the minor children of the parties hereto in the event of the death of the husband and that therefore, the husband need only provide "term life insurance", that is, life insurance without any cash surrender value or accrued monetary value, and, in the event that he elects to obtain a policy or policies of "whole life insurance", that is, life insurance having a cash surrender value, or to alter the designated beneficiary upon and to utilize the policy or policies of presently existing "whole life insurance" to comply with his obligations hereinabove, the husband shall have the right to borrow against the equity of such "whole life insurance" policy or policies and take any other action consistent with ownership of such policy or policies which does not in any manner upon his death, decrease the payment of the amount as hereinbefore set forth.

ARTICLE X

TAXES AND TAX RETURNS

10.01 Tax Returns. That the parties hereto agree to file a joint tax return for the calendar year 1980. That in addition, the wife shall join the husband in filing any amendments to joint Federal and Illinois State Tax Returns currently or previously filed by them. That these returns and amendments shall be prepared and filed by the husband, after first being executed by the wife, and he shall attest to their accuracy. That the husband agrees to indemnify and hold harmless the wife for and from any liability in connection with the filing of any such returns or amendments thereto.

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10.02 Additional Taxes. That except with regard to any income which may have been earned by the wife, any taxes that may be claimed as due and owing in connection with the filing of any joint Federal and State Income Tax Returns or amended returns or any interest and/or penalties due thereunder, shall be paid by the husband, and that the husband shall indemnify and hold harmless the wife from any and all liability in connection with these obligations.

10.03 Refund. That if in the event that any refund shall be received in connection with income taxes paid for 1980 or previous years, such refund shall be divided evenly between the parties hereto.

10.04 Future Returns. That commencing with the calendar year 1981 and all subsequent years that there are obligations under this Agreement, each of the parties will, upon written request of the other party, furnish all State and Federal Income Tax Returns and schedules filed therewith for the period or periods requested by the other party and that in the event any tax return covered by this provision of Article X is unavailable, then that party shall immediately execute in lieu thereof, an income tax authorization form directing the United States government or the State of Illinois, as the case may be, to provide copies of this return directly to the other party.

ARTICLE XI

ATTORNEY'S FEES

11.01 That the attorneys fees for the wife's attorney, Mr. JOHN H. BICKLEY, JR., have been paid in full and that there are no other attorney's fees due and owing by either of the respective parties hereto.

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ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 Continued use by Children of Husband's Surname. That notwithstanding the possibility of re-marriage of the wife after the effective date of this Agreement, the children of the parties hereto shall continue to use the surname of the husband and shall not for any reason or purpose use or be designated by the surname of any subsequent husband to the wife. That the parties shall have said children refer to the parties and to no other person as "mother" and "father" respectively. That the foregoing is based upon a consideration of the best interests of the children.

12.02 Financial Declaration of Parties. That the husband has made available to the wife, her counsel and her auditors, all books, records, financial documentation and business and personal records reflecting upon his income, resources, assets and liabilities. That the wife has made available to the husband, all books, records, financial documentation and personal records reflecting upon her income, resources, assets and liabilities. Both parties acknowledge the accuracy and completeness of their financial disclosure to the other and further acknowledge their reliance on the financial representation of the other in agreeing to the financial, property, allowance, support and other provisions contained in this Agreement.

12.03 Execution of Documents. That except as otherwise specifically provided in this Agreement, each of the parties shall execute, acknowledge and deliver, upon the effective date of the Judgment for Dissolution, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties, as hereinabove provided, and thereafter, at any time and from time to time, shall execute, acknowledge and deliver any and all documents which may be necessary and proper to carry out

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the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of the parties in the manner hereinafter agreed and provided. If either party for any reason shall fail or refuse to execute any such document, 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 transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Illinois, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

12.04 Mutual Release. To the 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 dower, inheritance, descent, distribution, community interest and all other rights, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relationship existing between the parties, 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. That 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 and assigns, for the

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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 and all such deeds, releases or other instruments and further assurances as may be reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall constitute 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.

12.05 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 rights 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 descent to the heirs at law of such deceased party, in the same manner as though the parties had never been married, each of the parties 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 will 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.

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ARTICLE XIII

INCORPORATION INTO JUDGMENT FOR DISSOLUTION OF MARRIAGE

13.01 Incorporation of Agreement Into Judgment For Dissolution of Marriage and Effective Date of Agreement. That in the event either the husband or the wife at any time hereafter obtains a Dissolution of Marriage in the proceedings presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution is entered in the pending proceedings mentioned above. That the Court on entry of a Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the respective parties.

13.02. Notices. That except as otherwise specifically stated in this Agreement, all notice for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice into the hands of the party entitled to the notice or by the mailing of the notice by registered or certified mail, return receipt requested, to the recipient at his or her residence address, in which case the notice shall be deemed to be given on the date of its mailing. Either party hereto may change the address to which each such notice shall be mailed by giving written notice to the other party of such new address.

13.03 Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a court of competent jurisdiction at any time after entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement

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is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, the children are residents of Illinois, and the wife is a resident of Illinois. That the wife filed an action for Dissolution of Marriage in Illinois and that the husband filed an Appearance and Answer in that action in Illinois. That the parties choose and desire for the sake of certainty as well as other considerations to be bound by the law of Illinois.

13.04 Modification of Agreement by Court. That in the event any court alters, changes or modifies any portion of this Agreement, at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceedings before such court shall be suspended so that the husband and the wife shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this Agreement. In any event, if any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then the entire Agreement shall become voidable at the option of either the husband or the wife.

13.05 Testimonium. IN WITNESS WHEREOF the husband and the wife have executed this Agreement as of the day and year first above written.

Kathleen T. Corlett
KATHLEEN T. CORLETT

Richard G. Corlett
RICHARD G. CORLETT

STATE OF ILLINOIS)
)SS:
COUNTY OF COOK)

KATHLEEN T. CORLETT, first being duly sworn, upon her oath, states that she is the wife in the above and foregoing

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Marital Settlement Agreement, by her subscribed; that she has read the same, that she knows the contents thereof and fully intends to be bound by the contents therein.

Kathleen T. Corlett
KATHLEEN T. CORLETT

SUBSCRIBED and SWORN to
before me this 15th day
of February, 1981.

Joseph B. Bueh
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

RICHARD G. CORLETT, first being duly sworn, upon his oath, states that he is the husband in the above and foregoing Marital Settlement Agreement, by him subscribed; that he has read the same, that he knows the contents thereof and fully intends to be bound by the contents therein.

Richard G. Corlett
RICHARD G. CORLETT

SUBSCRIBED and SWORN to
before me this 15th day
of February, 1981.

Joseph B. Bueh
Notary Public

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3. That said Marital Settlement Agreement be and the same is hereby and in all respects approved and confirmed, and is attached hereto, incorporated herein, made a part hereof and fully merged into this Judgment for Dissolution of Marriage. That each and every provision thereof is binding upon each of the parties hereto, and that each of the parties hereto do and perform all acts and things therein covenanted by him and by her to be done respectively.

4. That Petitioner and Respondent both agree that the Wife is a fit and proper person to have the sole care, custody, control and education of the minor children during their minority. It is therefore, the Order of this Honorable Court that the sole care, custody, control and education of the parties' minor children, MICHELE T. CORLETT and RICHARD E. CORLETT, be and is granted to the Petitioner herein, KATHLEEN T. CORLETT, with the admonition that both the wife and husband shall use their best efforts to foster the love, respect and affection of the children towards each parent, and shall cooperate fully in implementing a relationship with the children that will give said children the maximum feeling of security that may be possible.

5. The the Respondent shall pay to the Petitioner, the sum of \$57.50 per week as and for support and maintenance of said MICHELE T. CORLETT and RICHARD E. CORLETT, the minor children of the parties hereto, that being the sum of \$230.00 per month for the support and maintenance of said children, commencing on the First day of March, 1981.

6. IT IS FURTHER ORDERED that the Petitioner shall advise the Respondent of any serious illness or injury suffered by the children as soon as possible after learning of the same; the Petitioner shall direct that the Respondent be informed as to all matters pertaining to said children and shall direct all doctors, hospitals and other medical care facilities involved in the care and treatment of the illness or injury of said children, to so notify Respondent immediately upon request.

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7. IT IS FURTHER ORDERED, that the Respondent shall at all times have the right of reasonable visitation with the parties' minor children, and that during such visits the Respondent may take the children from their place of residence for a reasonable period of time during the day or evening. That the Respondent shall attempt to arrange for such visitation on specific days or weeks, upon a reasonably regular basis, and upon reasonable advance notice. That the Respondent shall have the right to remove the children from the State of Illinois for a period not in excess of two weeks and may remove the children to any other state for extended vacation periods for a period not to exceed two weeks, also upon reasonable advance notice. That the Respondent shall provide the children with proper and sufficient clothing and personal effects as may be required for their needs and comfort, during such periods of visitation.

8. That the Respondent shall pay to the Petitioner, the sum of \$630.00 per month as and for support and maintenance of the Petitioner, for a period of four (4) years, commencing March 1, 1981 as and for maintenance of the wife.

9. That the right of maintenance, past, present or future, be and the same is hereby denied to the Respondent, RICHARD G. CORLETT, unconditionally. That the Respondent shall have no right to appear before this or any other Court of competent jurisdiction and ask that maintenance in any form be apportioned or awarded to him.

10. That except as herein provided by this Judgment for Dissolution of Marriage and by the Marital Settlement Agreement attached hereto, incorporated herein and made a part hereof and fully merged into this Judgment for Dissolution of Marriage, each of the parties hereto is forever barred from any right or claim against the other party, and all rights and claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise, by reason of the marital relationship heretofore existing between the parties hereto under any present or future

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law of any state or of the United States of America, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such party.

11. That each of the parties hereto shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles to the various properties in the estates of the respective parties hereto, as provided in the aforesaid Marital Settlement Agreement that is fully merged to this Judgment of Dissolution of Marriage, and each of them shall hereafter, at any time and from time to time, execute, acknowledge and deliver, any and all documents which may be necessary and proper to carry out the purposes of this Agreement and establish of record, sole and separate ownership of the several properties of the parties in the manner hereinbefore provided.

12. That this Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment for Dissolution of Marriage and the terms and provisions of the aforesaid Marital Settlement Agreement, incorporated herein and merged into this Judgment for Dissolution of Marriage.

ENTER:


JUDGE

JUN 3 1981

DATE: _____

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PLACITA - ~~ARRAID~~ JUDGMENT

CCG-76B-12-13-81 10M (624)

UNITED STATES OF AMERICA

STATE OF ILLINOIS, }
COUNTY OF COOK } ss.

PLEAS, before the Honorable **WILLIAM E. PETERSON**
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 **June 3,**
in the year of our Lord, one thousand nine hundred and **-81** and of the Independence
of the United States of America, the two hundredth and **-fifth**

PRESENT: - The Honorable **WILLIAM E. PETERSON**
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: **MORGAN M. FINLEY**, Clerk.

Morgan M. Finley

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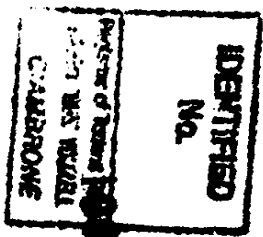
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*Katherine Corbett
8732 S. Kilbourn
Homewood, Ill.
60456*



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Clerk

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day of June,

the seal of said Court, in said County, this 4th

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

defendant/respondent.

RICHARD G. CORLETT

plaintiff/petitioner

KATHLEEN T. CORLETT

in a certain cause lately pending in said Court, between

1988696

of record in said Court

and complete copy of a certain judgment made and entered

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

STATE OF ILLINOIS, COUNTY OF COOK, MS.

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