

*Handwritten signature/initials*

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

IN RE THE MARRIAGE OF	)	
	)	
DANIEL CSAKI, JR.,	)	
	)	
Petitioner,	)	
	)	
and	)	NO. 81-D-22213
	)	
DEBORAH L. CSAKI,	)	
	)	
Respondent.	)	

JUDGMENT OF DISSOLUTION OF MARRIAGE

This day came again the Petitioner, DANIEL CSAKI, JR., by his attorney, GEORGE S. BELLAS, and the Respondent, DEBORAH L. CSAKI, by and through her attorney, MICHAEL COHEN of the law firm of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON, and this cause came on for hearing pursuant to the Stipulation of the parties that this matter proceed as in matters of default, upon the Petition for Dissolution of Marriage of the Petitioner, and upon the response thereto of the Respondent; both parties appearing in open court in their own proper persons and by their attorneys, 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:

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- (A) This Court has jurisdiction of the parties hereto and of the subject matter hereof;
- (B) The Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings herein;
- (C) The parties were married on July 8, 1978, and said marriage was registered in Glenview, Illinois;
- (D) No children were born to or adopted by the parties as a result of this marriage and the Respondent is not now pregnant.
- (E) Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-17-88

Raymond H. Daily  
Clerk

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW.

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

(G) The parties hereto have entered into a Separation Agreement dated December 22, 1981, concerning the questions of the maintenance of the parties, 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 agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words as figures as follows:

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-17-88

Morgan M. Jilly  
1988

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT  
COURT AND VIOLATION THEREOF IS SUBJECT TO THE  
PENALTY OF THE LAW

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

IN RE: THE MARRIAGE OF )  
 )  
 DANIEL CSAKI, JR., )  
 )  
 Petitioner, )  
 )  
 v. ) No. 81 D 22213  
 )  
 DEBORAH L. CSAKI, )  
 )  
 Respondent. )

### MARITAL SEPARATION AGREEMENT

*11-13-81*  
 This Agreement, made ~~August 17~~ <sup>December 22, 1981</sup> 1981, at Chicago, Illinois, by and between DEBORAH L. CSAKI (hereinafter referred to as "DEBBIE" or the "WIFE") currently residing in Chicago, Illinois, and DANIEL CSAKI, JR. (hereinafter referred to as "DANIEL" or the "HUSBAND") residing in Glenview, Illinois, and 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:

1. The parties mutually represent and warrant that the following information is true and correct:
  - a. The parties were lawfully married in Glenview, Illinois, on July 8, 1978.
  - b. Irreconcilable difficulties and differences have arisen between the parties and although they have been occupying the same residence, they have been living separate and apart within that residence as single persons since July 6, 1981.

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c. No children were born to or adopted by the parties as a result of this marriage and DEBBIE is not now pregnant.

d. DANIEL has employed and had the benefit of counsel of GEORGE S. BELLAS as his attorney. DEBBIE has employed and has the benefit of counsel of MICHAEL COHEN of BEERMANN, SWERDLOVE, WOLOSHIN, BAREZKY & BERKSON. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

e. DEBBIE is currently employed as an office administrator and is earning a gross base salary of \$25,000.

f. DANIEL is currently employed full time as an Engineering Technician and part-time as a salesman earning a gross salary of \$15,000, for a total of \$35,000 annually and is fully able to support himself.

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

2. DEBBIE 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 DANIEL. DANIEL 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 DEBBIE.

3. DEBBIE and DANIEL are the owners, as joint tenants with rights of survivorship, of the marital residence of the parties commonly known as 3114 Belwood Lane, Glenview, Illinois, which property is legally described as follows:

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Lot 17 in Belwood Subdivision of part of South 20 acres of South West 1/4 or South East 1/4 of Section 28, Township 42 North, Range 12 East of the third principal meridian, in Cook County, Illinois.

Said property is subject to the lien of an outstanding mortgage held by Glenview State Bank with an approximate balance due of \$63,850.00 as of July 1, 1981, and a second mortgage held by Glenview State Bank with an approximate balance due of \$25,000.00. The parties have agreed that this property has a current market value of approximately \$90,070.70. With respect to this property, the parties have agreed as follows:

a. DEBBIE shall immediately quit-claim and convey any interest she has in said property to DANIEL, who shall be the sole and exclusive owner of this property.

b. Any capital gains realized on the sale of the property shall be borne by the parties in accordance with the Internal Revenue Code.

c. DANIEL shall indemnify and hold DEBBIE free and harmless from any and all liabilities arising out of the aforesaid mortgage held by Glenview State Bank and the junior mortgage held by Glenview State Bank and DEBBIE shall have no further responsibility for the payment of said obligations.

4. DEBBIE and DANIEL currently hold title to a condominium commonly known as Unit A3S, 1714 Touhy Avenue, Chicago, Illinois, which property is legally described as follows:

Unit No. A-3-S and P-3, in the Touhy Terrace Condominium as document on a survey of the following described real estate: Lots 20 and 21 in

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Block 6 in Doland's Subdivision in Rogers Park, being a subdivision of South East Fractional 1/4, South of Indian Boundary line of Section 30, Township 41 North, Range 14 East of the third principal meridian, in Cook County, Illinois according to the plat thereof recorded December 31, 1889 as document 1204416; which survey is attached as Exhibit "A" to the Declaration of Deeds as Document 25023490 and in the Office of the Registrar of Titles as Document 3100228 together with its undivided 4.40 percentage interest in the common elements in Cook County, Illinois.

Said property is subject to the lien of an outstanding mortgage held by Talman Federal Savings and Loan Association with an approximate balance due of \$29,000.00. This property currently has a fair market value of approximately \$43,000.00. With respect to this property the parties have agreed as follows:

a. DANIEL shall immediately release and convey his right, title and interest in and to said condominium to DEBBIE and he shall have no further right, title, or interest thereto.

b. DEBBIE shall indemnify and hold DANIEL free and harmless from any and all liabilities arising out of the mortgage held by Talman Federal Savings and Loan Association.

c. Each of the parties shall bear their respective capital gains realized on the conveyance of this property in accordance with the Internal Revenue Code.

5. Unit D3N at 1714 Touhy Avenue, Chicago, Illinois, is a condominium that is titled in the name of DEBBIE L. DENOVO, which is the maiden name of the WIFE herein. This property was acquired by DEBBIE and DANIEL during the course of their marriage through marital assets. This property is legally described as follows:

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Unit Number "D"-3-"N" in the Touhy Terrace Condominium as delineated on a survey of the following described real estate: Lots 20 and 21 in block 6 in Doland's Subdivision in Rogers Park, being a Subdivision of the South East Fractional 1/4, South of Indian Boundary line of Section 30, Township 41 North, Range 13, East of the third principal meridian, in Cook County, Illinois; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document number 25023490 and also filed as Document LR 310228; together with its undivided 4.26 percent interest in the common elements, in Cook County, Illinois.

This property is subject to the lien of an outstanding mortgage held by First Federal Savings and Loan Association of Chicago, with an approximate balance due of \$28,000.00. With respect to this property, the parties have agreed as follows:

a. DANIEL shall immediately release and convey his right, title, and interest in and to said condominium to DEBBIE and he shall have no further right, title, or interest thereto.

b. DEBBIE shall indemnify and hold DANIEL free and harmless from any and all liabilities arising out of the mortgage held by Talman Federal Savings and Loan Association.

c. Each of the parties shall bear their respective capital gains realized on the conveyance of this property in accordance with the Internal Revenue Code.

6. DEBBIE and DANIEL have equally divided the furniture, furnishings, works of art and other personal property previously contained in the marital residence of the parties and each shall be the sole owner of those items in their possession.

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

8. DANIEL shall keep as his sole property, free and clear of any interest held or claimed by DEBBIE, all of the jewelry, clothing, and other personal belongings presently held or possessed by him.

9. Upon the effective date of this Agreement, DEBBIE shall release and assign to DANIEL any interest she may have in DANIEL'S pension plan through his employer in the Municipal Employee's Retirement Fund, in which DANIEL has an interest of approximately \$1,200.00. DEBBIE shall execute any and all documents necessary to release right, title or interest in said pension plan.

10. Upon the effective date of this Agreement, DANIEL shall assign to DEBBIE any interest held by him in and to the 1977 Buick Century automobile presently in the possession of DEBBIE. This automobile shall be the sole property of DEBBIE.

11. Upon the effective date of this Agreement, DEBBIE shall assign to DANIEL all of her right, title and interest in and to the 1976 Chevrolet Corvette automobile currently in the possession of DANIEL. This automobile shall be the sole property of DANIEL.

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12. Upon the effective date of this Agreement, DEBBIE shall assign to DANIEL all of her right, title and interest in and to the 1980 Jeep Cherokee automobile presently in the possession of DANIEL. This automobile shall be the sole property of DANIEL and he shall indemnify DEBBIE from the outstanding lien held by Glenview State Bank on said automobile in the amount of \$5,000.00.

13. DEBBIE shall keep as her sole property, free and clear of any interest of DANIEL, all of the funds on deposit held by DEBBIE in her individual checking account and the joint checking account at the Glenview State Bank. DANIEL shall execute, upon demand by DEBBIE, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

14. DANIEL shall keep as his sole property, free and clear of any interest of DEBBIE, all of the funds on deposit held by DANIEL in his checking account at the Glenview State Bank.

15. DANIEL shall be the sole owner free and clear of any interest of DEBBIE, in his life insurance policies with State Farm Insurance Company and Franklin Life Insurance Company. DEBBIE shall be the sole owner free and clear of any interest of DANIEL, in her whole life insurance policy with State Farm Insurance Company. Each of the parties shall execute any documents necessary to release the interest in the other in these life insurance policies.

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16. DANIEL and DEBBIE are the holders of 3 notes dated 10/22/80, 8/19/80, and 11/1/80 in which they have loaned Matthew Georgopulos, Val Allen Smith, III, and Marguerite E. Heinzen a total of \$64,000.00. DEBBIE shall release any interest she may have in recovery under said notes and shall assign her interest in said notes to DANIEL who shall hold the principal and any interest that may be recovered from these notes free and clear of any interest of DEBBIE. DEBBIE shall also release any rights she may have to claim interest from the obligors under said notes from the date of said notes to the date of this agreement.

17. That DANIEL shall pay to DEBBIE for an as a balance of the WIFE'S property settlement agreement, the sum of \$17,000, as follows:

a. On 22 day of DEC, 1982 and 22 day of DEC, 1983, DANIEL, shall pay to DEBBIE the sum of \$8,500, plus 10% interest from the effective date of this agreement.

b. That in order to secure DANIEL's promise to pay DEBBIE the \$17,000 plus interest, as hereinabove described in paragraph a, DEBBIE will record the Judgment for Dissolution of Marriage and/or any other appropriate documentation as a lien against the property of DANIEL'S located at 3114 Belwood Lane, Glenview, Illinois.

c. That DANIEL shall pay immediately to DEBBIE the aforesaid amounts prior to the dates as hereinabove described in paragraph a), upon any of the following events:

1. DANIEL's remarriage, or
2. DANIEL's selling of the home located at 3114 Belwood Lane, Glenview, Illinois, or

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3. Repayment to DANIEL of at least \$34,000 of the outstanding loans as hereinabove described in paragraph 16.

18. That DANIEL agrees to waive and release his respective right to seek maintenance from DEBBIE, either past, present or future.

19. Each of the parties shall pay their respective attorneys for any fees arising out of legal services rendered them in connection with this action.



20. That DEBBIE shall be entitled to resume her maiden name of DENOVO.

21. 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 maintenance, alimony, 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 relation 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

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vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives or assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and each of the parties 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 each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment or extinguishment or 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 provisions of this Agreement, or the rights of either party under this Agreement.

22. In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution

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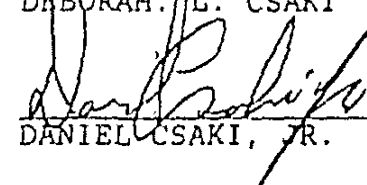
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of Marriage, either directly or by reference, and upon entry of said Judgment this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case referred to hereinbefore. The court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

23. In the event either party refuses to perform any of the obligations contained herein and it becomes necessary for the other party to apply to the court to enforce the provisions of this Agreement, the party refusing to comply shall be liable for all attorneys' fees and costs incurred in connection with the enforcement of this agreement.

IN WITNESS WHEREOF, the HUSBAND and WIFE have hereunto set their respective hands and seals the day and year first above written.

  
\_\_\_\_\_  
DEBORAH L. CSAKI

  
\_\_\_\_\_  
DANIEL CSAKI, JR.

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11/24/2010

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Before me, a notary public in and for the county and state aforesaid, appeared DEBORAH L. CSAKI, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of ~~August~~ August, 1981.

[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Before me, a notary public in and for the county and state aforesaid, appeared DANIEL CSAKI, JR., personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of ~~August~~ December, 1981.

[Signature]  
Notary Public

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ON MOTION OF SAID ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED as follows:

(1) The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, DANIEL CSAKI, JR., and the Respondent, DEBORAH L. CSAKI, are hereby dissolved.

(2) The Separation Agreement between the Petitioner and the Respondent, dated December 22, 1981, and hereinabove set forth in full, is made a part of this Judgment of 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 any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

(4) Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether part, present or future, and in and to the property of the other, whether real, personal or mixed, or whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.

(5) This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all of the terms of the Separation Agreement made in writing between the parties hereto dated December 22, 1981, as hereinabove set forth.

ENTERED THIS \_\_\_\_\_ day of  
December, 1981.

JUDGE

ENTERED	
CLERK OF THE COURT	
MORGAN	
DEC 29 1981	
JUDGE	LOUIS J. HILL
DEPUTY CLERK	

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-17-88

Morgan M. Juby

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

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THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE

PENALTY OF THE LAW

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