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May 5, 1988

To Whom It May Concern:

I, ALAN E. HATHAWAY received the sum of SEVENTY-FIVE HUNDRED DOLLARS from my ex-wife Karen A. Hathaway as per our divorce agreement dated March, 1987.

Signed:

*Alan E. Hathaway*  
Alan E. Hathaway

Notary:

*Marlene D. Williams*  
Signed and sealed before me this 5th day of May, 1988

My commission expires *2-1-89*

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(10-84) CCDCH-6

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS, |  
COUNTY OF COOK | SS.

HERMAN KNELL

PLEAS, before the Honorable .....  
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 ..... March 25,  
in the year of our Lord, one thousand nine hundred and ..... 86 ..... and of the Independence  
of the United States of America, the two hundredth and ..... tenth

PRESENT: - The Honorable ..... HERMAN KNELL .....  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*Receipt Attached*  
*Wagner*  
*Wagner*

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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

KAREN A. HATHAWAY

Petitioner

and

ALAN E. HATHAWAY

Respondent

NO. 85D 24596

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard as an uncontested matter, as in cases of default, upon the Petition for Dissolution of Marriage of the Petitioner, KAREN A. HATHAWAY and the Pro Se Appearance of the Respondent, ALAN E. HATHAWAY the Petitioner appearing in open Court and being represented by ZAVISLAK AND MANN, LTD. and the Court having heard the testimony of the Petitioner aforesaid, (a certificate of which evidence is herewith filed) and being otherwise fully informed in the premises DOETH FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.

2. That the Petitioner was domiciled in, and was a resident of, the County of Cook and State of Illinois at the time the Petition for Dissolution of Marriage was filed herein, and has maintained a domicile and residence in the County of Cook and the State of Illinois for at least ninety (90) days next preceding the making of these findings.

3. That the parties were lawfully joined in marriage on May 24, 1975 and that said marriage was registered at Maywood, Illinois.

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That no children were born to the parties during the course of this marriage; that no children were adopted by the parties hereto, and the Respondent is not presently pregnant.

That the parties cohabited and lived together from the time of the marriage until on or about the 22nd day of June, 1985 and since then, and to date, have coined to live together as husband and wife within the meaning of the Illinois Marriage and Dissolution of Marriage Act.

6. That the Petitioner and the Respondent, have proved up the grounds of irreconcilable differences.

7. That the Petitioner has substantially proven the material allegations of his Petition as to irreconcilable differences with the Respondent heretofore, and that the Petitioner is entitled to a Judgment for Dissolution of Marriage as prayed in her Petition.

8. That the parties hereto have entered into a written Property Settlement Agreement dated the 10th day of February, 1986, amicably settling and disposing of the questions of maintenance for the Petitioner and the Respondent, an equitable division of marital property, an apportionment of non-marital property, the respective rights of each party in and to the property, income, or estate which either of them now owns or may hereafter acquire; said Agreement has been presented to this Court for consideration; said Agreement was entered into freely and voluntarily between the parties hereto without fraud or duress, and each fully understands the contents of said Agreement; it is not unconscionable, and ought to receive the approval of this Court; and it is in words and figures and follows:

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## PARTIAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of Feb, 1966,  
by and between KAREN A. HATHAWAY, (hereinafter referred to as the "Wife") and  
ALAN E. HATHAWAY, (hereinafter referred to as the "Husband");

### W I T N E S S E T H:

WHEREAS, the parties were lawfully joined in marriage on May 24, 1975 at  
Maywood, Cook County, Illinois; and

WHEREAS, no children were born to the parties hereto as a result of this  
marriage; that no children were adopted by the parties hereto, and the  
Petitioner is not presently pregnant;

WHEREAS, certain irreconcilable and unfortunate differences have arisen  
between the parties which have rendered impossible a continuation of the  
marriage relationship existing between them; and

WHEREAS, the Wife has filed a Petition for Dissolution of Marriage in  
currently pending in the Circuit Court of Cook County, Illinois, and has been  
assigned docket Number BSD 24596; and

WHEREAS, both parties expressly state that they have freely and  
voluntarily entered into this Agreement of their own volition, free of any  
duress or coercion and with full knowledge of each and every provision  
contained in this Agreement and the consequences thereof; and

WHEREAS, the Wife has had the advice and benefit of his counsel, MICHAEL  
B. MANN, and the Husband has represented himself pro se; and each party  
states that they read and understand the contents of this Agreement and  
understand;

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- A. Their legal rights and duties as husband and wife;
- B. The range of what a Court might order if called upon to decide this case as a contested matter; and
- C. The legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to her or to him by the other party or her or his attorney other than as may be contained in this Agreement; and

WHEREAS, the parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other and that each has been fully informed of their respective rights in the premises; and

WHEREAS, without any collusion as to the pending proceedings or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be in their respective best interest to settle, adjust and compromise between themselves now and forever, the matters of custody, support and visitation of the minor children, and settlement of the property rights of the parties, and that disposition of all claims whether arising by virtue of the marriage of the parties hereto or otherwise, which each party hereto ever had, now has, or may have in the future, against the other, whether arising under the laws of Illinois or any other state or country, for or on account of any matter whatever; and all rights, whether arising by virtue of the marriage of the parties hereto or otherwise, which each party hereto ever had, now has, or may have in the future, or may claim to have, whether arising under the laws of Illinois or any other state or country, in or to any and all property, real, personal and mixed, tangible or intangible, now heretofore or hereafter owned or possessed by the other party hereto, including, without limitation of the foregoing, all inchoate and

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other rights of dower and courtesy and all rights of homestead, inheritance, descent, distribution, community interest and surviving spouse's award.

NOW THEREFORE in consideration of the foregoing and in consideration of the actual covenants of the foregoing covenants of the parties hereto, hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

## ARTICLE I

### MAINTENANCE

1.01 Each of the parties hereto agrees to waive, release and forever extinguish any and all claims they had, have, or may have had for maintenance, one from the other.

1.02 Both parties acknowledge that there is no marital property to divide other than those items specifically mentioned prior and subsequent to this provision and that there are no joint monetary accounts to divide.

## ARTICLE II

### Personal Property and Debts

2.01 Both parties acknowledge that there is no marital property (tangible or intangible) to divide other than those items specifically mentioned prior and subsequent to this provision and that there are no joint monetary accounts to divide.

2.02 Both parties acknowledge that there are no marital debts to be paid; that they will be responsible for their own debts and obligations incurred since the date of separation.

## ARTICLE III

### Marital Residence and Business

3.01 The marital residence is located at 2031 11th Avenue, Maywood,

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Illinois. Wife agrees to pay Husband the sum of \$7,500.00 in exchange for a quit claim of any and all interest he may now have or have in the future in the marital home located at 2031 11th Avenue, Maywood, Illinois and described as follows:

Lot 13 in Block 7 (except South 5 feet thereof) in a subdivision of Blocks 1, 2, 7 and 8 of a subdivision of 34 acres in the East 1/2 of the Southeast 1/4 of Section 15, Township 39 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Husband also agrees to quit claim his interest in the business known as HATHAWAY INSURANCE AGENCY and/or any other business that is owned by Wife to the Wife. However, Wife has always maintained that such business is non-marital property.

62 Husband agrees to execute a quit claim deed to the marital home quit claiming all his interest in the home to the wife.

## ARTICLE IV

### Pension and Profit Sharing Plans

Each of the parties hereto agrees to waive, release and forever extinguish any and all claims and/or rights they had, have, or may have had for any pension plans and/or profit sharing plans that they may be entitled to from each other, by and through their respective employers or personally.

## ARTICLE V

### Attorney's Fees

Husband and Wife shall be responsible for their own attorneys fees and costs.

## ARTICLE VI

### Execution of Documents

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments

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necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time 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 effective 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 relinquished and waived.

ARTICLE VII

General Provisions

7.01 In the event the Husband or Wife should willfully or unreasonably fail to duly perform his or her financial and other undertakings herein and as a result thereof, the Wife or Husband shall incur any expense, including reasonable legal fees, in any proceeding to enforce the provisions hereof by any court proceeding, the Husband or Wife shall be obligated to and shall indemnify and hold him or her harmless from any such expense. In addition to other remedies available for the enforcement hereof, each party shall have the right of specific performance.

7.02 In the event either party hereto should at any time hereafter obtain a Dissolution of Marriage, this Agreement and its provisions shall be incorporated into any Judgment of Dissolution of Marriage, and shall be approved by the Court as to the fairness thereof. In no event shall this

Agreement be effective or of any validity unless and until a final non-appealable Judgment for Dissolution of Marriage is entered in a case brought by a party hereto and the date of such final or non-appealable Judgment for Dissolution of Marriage is entered shall be the effective date of this Agreement.

7.03 Except as otherwise provided herein, each of the parties shall and does hereby waive and relinquish all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties 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 had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate not shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

7.04 To the fullest extent permitted by law, except as otherwise provided herein, each of the parties shall and hereby does forever relinquish, release, waiver, Quit-Claim and grant to the other (or his or her heirs, personal representatives and assigns) all rights of inheritance, descent, distribution, community interest, and any all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship previously existing between them under any

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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, 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, and whether in possession or in expectancy, and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time in the future sue the other, or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph. Each party further covenants and agrees 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. Each party further covenants and agrees to execute, acknowledge and to 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 requested to effect or to evidence the release, waiver, relinquishment or extinguishment of all rights so released, waived, relinquished and extinguished under this paragraph; provided, however, that nothing herein contained in this paragraph or in this Agreement shall operate or shall be construed as a waiver or release by either party to the other for any of the obligations on the party of the other to comply with the provisions of this Agreement.

7.05 This instrument contains the whole, entire and complete agreement made of the parties; has been examined by each of the parties, assisted by

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counsel of his or her respective choice, and is believed by each of them to be fair, just and equitable in all respects.

7.06 This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of each of the parties.

7.07 This agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

APPROVED:

Michael E. Moran  
Attorney for Petitioner

Karen A. Hathaway  
KAREN A. HATHAWAY

Attorney for Respondent

Alan B. Hathaway  
ALAN B. HATHAWAY

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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK    )

Before me, a notary public in and for the county and state aforesaid, appeared KAREN A. HATHAWAY and ALAN E. HATHAWAY personally known to me to be the same persons who executed the foregoing instrument and they acknowledged that they executed and delivered said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of February, 1986.

Edmund M. Kingelung  
NOTARY PUBLIC

Commission Expires 7-2-86

MICHAEL D. MANN, 020070  
ZAVISTAK & MANN, LTD.  
Attorney for Petitioner  
17 W 2nd - 22nd Street  
Suite 215  
Oakbrook Terrace, IL 60181  
(312) 530-8585

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IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

A. That a Judgment for Dissolution of Marriage be and is hereby awarded to both parties hereto, and, accordingly, the bonds of matrimony previously existing between the Petitioner, KAREN A. HATHAWAY and the Respondent, ALAN E. HATHAWAY are hereby dissolved.

C. That the Written Property Settlement Agreement made and entered into by and between the parties hereto on the 10<sup>th</sup> day of Feb., 1986 hereinabove set forth verbatim, be and the same is hereby, in all respects, confirmed and merged into this Judgment; that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each of the said parties shall do and perform all the acts and things by him or her undertaken therein.

D. That other than the above and aforementioned provisions herein contained, each of the parties hereto is hereby barred and foreclosed from making any and all other claims against the other, which either of them may now have or hereafter acquire in the future, arising out of the marital relationship heretofore existing between them.

E. That this Court shall, for the purpose of enforcing all the terms and provisions hereinabove set forth in this Judgment for Dissolution of Marriage, and of the aforesaid Property Settlement Agreement incorporated herein, retain jurisdiction of the subject matter herein and the parties hereto.

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P. That this Court finds that there is no just reason for delaying  
assessment or appeal.

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
MICHAEL M. FINLEY	
MAR 25 1986	
JUDGE	NEWMAN KHELL
DEPUTY CLERK	

*JK*

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MICHAEL B. MANN, #24070  
ZAVISLAK & MANN, LTD.  
Attorney for Petitioner  
17 W 240 22nd Street Suite 215  
Oakbrook Terrace, IL 60181  
(312) 530-8585

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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 .....

KAREN A. HATHAWAY ..... plaintiff/petitioner

and ALAN E. HATHAWAY ..... defendant/respondent.

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

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

day of May, 1988

*Morgan M. Finley* Clerk



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2009 AUG -9 AM 11:29  
HARRY (RUS) JOURELL  
REGISTRAR OF TITLES

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IDENTIFIED	NO.
HARRY (RUS) JOURELL	
REGISTRAR OF TITLES	
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