


Attorneys' Title **UNOFFICIAL COPY**
Guaranty Fund, Inc.

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Gregory J. Miely
STAFF ATTORNEY

Barrister Hall - Fifth Floor 29 South LaSalle Street Chicago, Illinois 60603
(312) 372-8361


August 31, 1988

Registrar of Titles of Cook County, Illinois
118 North Clark Street
Chicago, Illinois 60603

RE: Certificate Number 1252689
Volume Number 2509-2
Page 345

Dear Sir:

The Registrar of Titles has raised an exception on the above certificate of title regarding the attorneys fees set forth in the judgment of dissolution of marriage in case number 78D22011, Loiacono vs. Loiacono.

Attorneys' Title Guaranty Fund, Inc. will hold the Registrar of Titles harmless from actual loss which may arise due to the removal of any exception from the memorials of the certificate of title for the above title exception.

If any claim is filed, please notify this office immediately in writing.

If you need anything further, please contact the undersigned at your convenience.

Very truly yours,


Gregory J. Miely
Staff Attorney

GJM/pab

cc: Gene Bennett

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Chairman of the Board
and President

Herbert C. Steinmetz, Jr.
Vice-Chairman

Norman J. Pollock
Secretary

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Treasurer

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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

PLEAS, before the Honorable MARION E. BURKS
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 -JANUARY 25th
in the year of our Lord, one thousand nine hundred and -79 and of the Independence
of the United States of America, the two hundredth and -THIRD

PRESENT: - The Honorable MARION E. BURKS
Judge of the Circuit Court of Cook County.

BERNARD J. CAREY
~~RICHARD M. DALEY~~, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

No fees - Seals of Ct. J. [Signature]
[Signature]

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ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
JAN 25 1979
MARION E. BURKS
DEPUTY CLERK

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY-DIVORCE DIVISION

IN RE THE MARRIAGE OF)
ANTOINETTE J. LOIACONO,)
Petitioner,)
and)
ANTHONY G. LOIACONO,)
Respondent.)

NO. 78 D 22011

JUDGMENT FOR DISSOLUTION
OF MARRIAGE

This day came again the petitioner, ANTOINETTE J. LOIACONO, by her attorney, RICHARD J. HAMMER, and the respondent, ANTHONY G. LOIACONO, by his attorney, AARON TAKSIN, and this cause came on for hearing upon the Petition for Dissolution of Marriage of the petitioner, and upon the Response thereto of the respondent; and 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 her Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised in the premises, FINDS that:

A. This Court has jurisdiction of the parties hereto and 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;

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C. The parties were married on August 19, 1972, and said marriage was registered at Cook County, Illinois;

D. One child was born to the parties as a result of the marriage; namely, JOSEPH E. LOIACONO, born September 16, 1976. No children were adopted by the parties and the petitioner is not now pregnant. The parties have agreed that it is in the best interest of the minor child that his custody be awarded to the petitioner;

E. Without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty toward the petitioner;

F. The petitioner has proved the allegations of her 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 January 25, 1979, concerning the questions of the custody, visitation and support of the minor child of the parties, the maintenance of the petitioner, 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 and figures as follows:

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY-DIVORCE DIVISION

IN RE THE MARRIAGE OF)	
ANTOINETTE J. LOIACONO,)	
Petitioner,)	
and)	NO. 78 D 22011
ANTHONY G. LOIACONO,)	
Respondent.)	

SEPARATION AGREEMENT

THIS AGREEMENT made and entered into this 25th day of January, 1979, at Glenview, Illinois, by and between ANTOINETTE J. LOIACONO, hereinafter referred to as "the wife", and ANTHONY G. LOIACONO, hereinafter referred to as "the husband"; both of the County of Cook and State of Illinois:

W I T N E S S E T H :

WHEREAS, the parties hereto were lawfully married on the 19th day of August, 1972 and said marriage was registered at Cook County, State of Illinois; and

WHEREAS, there was one (1) child born to the parties, namely: JOSEPH E. LOIACONO, born September 16, 1976; and

WHEREAS, unfortunate and irreconcilable difficulties and differences have arisen between the parties, as a result of which they are not now living together as husband and wife; and

WHEREAS, without any collusion as to any contemplated dissolution of marriage proceedings between the parties (but without prejudice to any right of action which either may have), the parties hereto consider it to their best interests to settle

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between themselves now and forever their respective property and dower rights, any and all other rights of property or otherwise growing out of the marital relationship or any other relationship now or previously existing between them and which either of them now has or may hereafter have or claim to have against the other, 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, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter have or claim to have against the estate of the other; and

WHEREAS, the wife has employed and had benefit of the counsel of RICHARD J. HAMMER as her attorney and the husband has employed and had benefit of the counsel of AARON TAKSIN as his attorney, each has made a full disclosure to the other of all properties owned by her or by him and of the income derived therefrom and from all other sources; each of them has had this Agreement and the legal effect of the provisions hereof fully explained to him or to her by their respective counsel, such legal counsel has participated in the drafting of this Agreement, and each party acknowledges that he and she has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the foregoing and of the sum of TEN DOLLARS (\$10.00) in hand paid by each party to the other, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency whereof are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. This Agreement is not one to obtain or stimulate a dissolution of marriage. Each party reserves the right to prosecute any action for dissolution of marriage that he or she

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may hereafter bring and to defend any action which may be commenced by the other.

2. That in the event the parties are awarded a Judgment for Dissolution of Marriage, this Agreement between the parties hereto forever settling and determining their respective property rights and if the same shall be approved by the Court shall become by incorporation and by reference a part of the Judgment for Dissolution of Marriage; in the event a Judgment for Dissolution of Marriage is not awarded, this Agreement shall be null and void.

3. The wife is to receive the care, custody, control and education of the minor child of the parties, JOSEPH E. LOIACONO, who was born in Chicago, Illinois on September 16, 1976, and who is currently two years of age. The husband shall have reasonable visitation rights with the minor child. The parties agree that the husband shall have visitation with the minor child one (1) day every weekend and that twice a month the husband shall have overnight visitation with the minor child; i.e., Friday to Saturday or Saturday to Sunday. The husband shall also have visitation with the minor child one (1) day during the week and shall give the wife twenty-four (24) hour notice of his intention to exercise this visitation right. The parties agree to alternate visitation periods for the following holidays: New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day; i.e., if the husband has visitation with the child on Christmas Eve the wife shall have the child on Christmas Day of the same year.

4. The husband shall pay to the wife the sum of FIFTY FIVE DOLLARS (\$55.00) per week for child support of the minor child, based upon his net weekly take-home pay of TWO HUNDRED FIFTY DOLLARS (\$250.00).

5. The husband shall maintain in full force and effect major medical insurance for the minor child. The husband further

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agrees to pay for any extraordinary major medical expenses of the minor child not covered by insurance and to pay for any extraordinary dental care for the minor child should same be required. The wife hereby acknowledges that she understands that she will be responsible for all ordinary medical expenses for the minor child, including but not limited to, regular medical check-ups, doctor visits for minor ailments and regular dental visits.

6. The parties hereto agree that the wife shall remain in possession of the following legally described parcel of real estate and commonly located at 2237 North Finley, River Grove, Illinois until the said real estate is sold as provided below:

Lot 23, Block 4 in N. O. Shively & Co's Fullerton Avenue Park addition, a sub. (except the R.R.) South of Indiana Boundary Line, of the East 20 acres of the Northwest fractional quarter (1/4) of the Northeast fractional quarter (1/4) of Section 34, Township 40 North, Range 12.

7. The husband agrees to vacate the above-mentioned premises upon the entry of the Judgment for Dissolution of Marriage, granting to the wife exclusive possession of the said property. The husband further agrees to continue to pay the current mortgage payments until the said real estate is sold as provided below, said payments to include principal, interest, real estate taxes and insurance. The wife agrees to assume and pay all utility expenses incurred by her while in exclusive possession of the said real estate.

8. The parties hereto agree that the above-mentioned parcel of real estate shall be placed on the market for sale with a real estate broker of the wife's choice for a period of four (4) months from the date of this Agreement. Should the said real estate not be sold (sold being defined as the execution of a contract for the sale of same), said real estate shall then be listed with a real estate broker of the husband's choice.

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Should an offer be received by the parties that either party refuses to accept, said rejection based upon the purchase price, the other party hereto shall petition this court for the appointment of an independent appraiser to determine the fair market value of the said real estate. Any offer received by the parties thereafter which is more than the said market value as determined above, shall be accepted by the parties hereto.

Should one of the parties thereafter refuse to accept an offer to purchase in an amount of at least ninety-five per cent (95%) of the amount determined in the above paragraph, the other party shall be allowed to accept that offer for both parties under this Agreement. Thereafter, should the objecting party fail to execute a deed for the transfer of the above legally described real estate, a deed shall be executed by a Judge of the Circuit Court of Cook County, Illinois upon petition by the accepting party.

9. The parties hereto agree that the payments made by the husband of the mortgage, as set forth above in paragraph 7 of this Agreement, shall be made by the husband for a period of six (6) months after the entry of the Judgment for Dissolution of Marriage, without receiving any credit for said payments. After the above-mentioned period of time, the husband shall receive credit for all monthly mortgage payments made by him, including principal, interest, taxes and insurance in the approximate amount of THREE HUNDRED TWENTY TWO DOLLARS (\$322.00) from the wife's share of the proceeds from the sale of the real estate.

Should the wife be entitled to a percentage of broker's commission, she agrees to split said share equally between herself and the husband, the parties acknowledging that the wife is licensed as a salesperson for purposes of the sale of real

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estate and would be entitled to a share of the real estate broker's commission in the event that the said real estate is sold through a broker with whom she is associated.

After the deduction for all expenses of sale, including but not limited to attorneys' fees, title charges, recording fees and prorations, the net proceeds of sale shall be divided equally between the parties hereto. The husband shall receive full credit out of the wife's portion of the proceeds for all mortgage payments made by him as set forth in paragraph 9 of this Agreement.

10. The parties agree that the 1977 Gran Prix automobile shall become the sole and exclusive property of the husband, and the 1974 Ford Torino Wagon automobile shall become the sole and exclusive property of the wife. Each of the parties agree to sign whatever documents are necessary to effectuate the transfer of the automobile to the other party. In return for the 1977 Gran Prix automobile the husband agrees to hold the wife harmless from any and all liability which may in any way result or accrue to her as a result of his ownership of said automobile. In return for the 1974 Ford Torino Wagon automobile the wife agrees to hold the husband harmless from any and all liability which may in any way result or accrue to him as a result of her ownership of said automobile.

11. The parties hereto agree that the husband shall be allowed to claim as his exemption on his income tax return the minor child of the parties.

12. The husband agrees to assume and hold the wife harmless from the following outstanding obligations of the parties which were incurred during the marriage:

Visa	\$1,300.00
Master Charge	1,800.00
Credit Check	1,300.00
Sears Roebuck & Co.	500.00
Zenith Credit Union	5,400.00
First Security Trust & Savings Bank	500.00

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13. The parties further agree that all personal property currently located in the above-mentioned real estate shall be considered the property of the wife with the exception of the following personalty which shall be considered the property of the husband:

- (a) Portable T.V. (color)
- (b) His dresser
- (c) Black couch and 2 chairs
- (d) Kitchen set
- (e) Single bed
- (f) Tools
- (g) Personal books and records
- (h) Clothing

14. Each party does hereby forever waive, release and relinquish the right of maintenance and both parties acknowledge that they understand that by waiving the right of maintenance that neither party can come back to this Court or any other Court and request the said maintenance in the future.

15. In return for the waiver of maintenance as set forth in paragraph 14 of this Agreement, the husband agrees to pay to the wife the sum of ONE HUNDRED DOLLARS (\$100.00) per month from six (6) months after the entry of the Judgment for Dissolution of Marriage, through and including September, 1982. In the event the real estate referred to above is not sold within a six month period from the date of the entry of the Judgment, and the husband is required to make the mortgage payments in compliance with paragraph 9 of this Agreement, then the husband shall not be required to make the ONE HUNDRED DOLLAR (\$100.00) payment each month to the wife, but instead, the wife shall receive credit for the ONE HUNDRED DOLLAR (\$100.00) monthly payments due from the ^{HUSBAND'S} proceeds of the sale of the home.

16. The husband agrees to maintain and keep in full force and effect his current group life insurance policy with Aetna Life Insurance Company, policy No. 500265-1011 and to name the minor child of the parties as irrevocable beneficiary on

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the policy until the child reaches majority or is in any other way emancipated. In the event the husband leaves his present employment and does not receive a group insurance policy from his new employer, the husband shall maintain a minimum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) term life insurance on his life naming the minor child as the irrevocable beneficiary until the child reaches majority or is in any other way emancipated.

17. The husband agrees to be responsible for his own attorney's fees, and agrees to pay to RICHARD J. HAMMER, attorney for the wife, the sum of FIVE HUNDRED DOLLARS (\$500.00) plus costs. Said sum is to be paid out of the husband's share of proceeds from the sale of the aforementioned real estate.

18. Notwithstanding anything to the contrary, the husband shall be allowed, once a year, to have the minor child of the parties accompany him while he visits his mother in Europe. Should the husband elect to take the minor child with him on said visitation, he shall give the wife at least two (2) months prior notice and shall inform the wife of the minor child's whereabouts at all times during the said visitation outside of Illinois.

19. Each party shall be fully responsible for his or her own future indebtedness incurred by each subsequent to the entry of the Judgment of Dissolution of Marriage.

20. Each of the parties shall, upon demand by the other, his or her heirs, executors or administrators, at any time hereafter, execute any and all documents and instruments as may be reasonably necessary and proper to execute the provisions of this Agreement and to release his or her respective interests in and to any property, real or personal, belonging to the other; the intention being that the Separation Agreement shall constitute a complete adjustment of the property rights of the parties herein.

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21. To the fullest extent by law permitted to do so, and except as herein provided, each of the parties hereto 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 right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations existing between the said parties hereto under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal, or mixed, or his or her estate whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished herein, and further agrees that in the event any suit shall be commenced, this release, when pleased, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to acknowledge, execute and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, and or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment or such right; provided, however, that nothing contained in this Agreement shall 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 right of either

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party to sue or bring action against the other in any court of competent jurisdiction for the enforcement thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on the day and year first above written.

Antoinette J. Loiacono
ANTOINETTE J. LOIACONO

Anthony G. Loiacono
ANTHONY G. LOIACONO

STATE OF ILLINOIS)
) ~~COOK~~) SS.
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ANTOINETTE J. LOIACONO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of January, 1979.

Carroll Johnson
NOTARY PUBLIC

STATE OF ILLINOIS)
) ~~COOK~~) SS.
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ANTHONY G. LOIACONO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of January, 1979.

Carroll Johnson
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 for Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, ANTOINETTE J. LOIACONO and the respondent, ANTHONY G. LOIACONO, are hereby dissolved.

2. The petitioner is awarded the custody of the minor child of the parties, subject to the reasonable visitation rights of the respondent.

3. The Separation Agreement between the petitioner and the respondent, dated January 25, 1979, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

4. 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.

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

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6. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Separation Agreement made in writing between the parties hereto dated January 25, 1979, as hereinabove set forth.

ENTER:

Marion E. Burke
JUDGE

APPROVED:

Antoinette J. Loiacono
ANTOINETTE J. LOIACONO, Petitioner

Richard J. Hammer
RICHARD J. HAMMER, Attorney for
Petitioner

Anthony G. Loiacono
ANTHONY G. LOIACONO, Respondent

Aaron Taksin
AARON TAKSIN, Attorney for
Respondent

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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

ANTIONETTE J. LOIACONO plaintiff/petitioner

and ANTHONY G. LOIACONO defendant/respondent.

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

the seal of said Court, in said County, this 22nd.,

day of AUGUST, 1988

Morgan M. Finley Clerk

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10/20/09

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E. BEXUMETT
180 N. LA SALLE
SUITE 2500
CHICAGO, 60601

IDENTIFIED No.	Specimen of Evidence Title MARKT JUS NOURELL SANCHEZ
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REGISTRAR OF TITLES
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