

*MM*

I, MARIO M. RICCHIO, do hereby acknowledge that I received \$5,000.00 from MARIA C. RICCHIO pursuant to the terms of Paragraph 2B of our Marital Settlement Agreement dated December 28, 1983.

*Mario M. Ricchio*  
\_\_\_\_\_  
MARIO M. RICCHIO

Dated: 5 SEPT 88

*I hereby certify that  
Mario Ricchio signed this document*

*in my presence*

*Attorney at Law*

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-15-88

*Margaret M. Finley*

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

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

**LOUIS J. HYDE**

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 ..... April 2,  
in the year of our Lord, one thousand nine hundred and ..... 84 ..... and of the Independence  
of the United States of America, the two hundredth and ..... eighth

**LOUIS J. HYDE**

PRESENT: - The Honorable .....  
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*  
*Richard M. Daley*  
*Richard J. Elrod*

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2011/11/10

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5. The Petitioner's and Respondent's age, occupation and address is:

(a) Petitioner:

MARIO M. RICCHIO Age 30 years Occupation Police Officer  
7538 W. Lawrence, Harwood Heights, Illinois

(b) Respondent:

MARIA C. RICCHIO Age 31 years Occupation Bank Clerk  
8510 W. Carmen, Chicago, Illinois

6. The income and assets are as follows:

(a) Petitioner: Works and earns \$22,000 per year.

(b) Respondent: Works and earns \$775.00 net monthly.

7. Petitioner by competent evidence, established that without cause of provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty as charged in the Petition.

Therefore, by virtue of the Statute of the State of Illinois, and on motion of said attorney for Petitioner, it is the Judgment of the Court, and

IT IS HEREBY ORDERED:

- A. That the bonds of matrimony heretofore existing between the Petitioner, MARIO M. RICCHIO, and the Respondent, MARIA C. RICCHIO, be dissolved and the marriage is accordingly dissolved as to both parties.
- B. That the care, custody, education of the minor child, NICOLE, shall be granted to the Respondent.
- C. That child support shall be \$400.00 per month and shall be paid directly to the Respondent and not through the Clerk of the Circuit Court of Cook County.
- D. That maintenance shall be barred as to the Petitioner and Respondent.
- E. That this Court retain jurisdiction for the purpose of enforcing this Judgment.
- F. That the marital settlement agreement shall be incorporated into the Judgment for Dissolution and made a part hereof.

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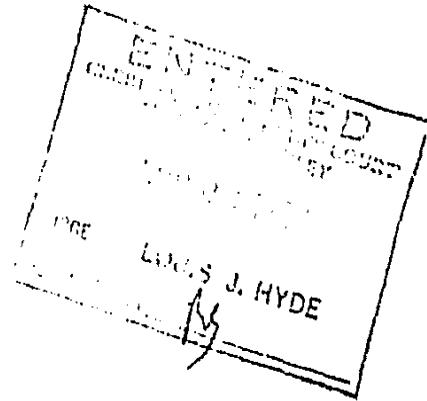
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ENTER:

\_\_\_\_\_  
Judge

Pamela E. Loza  
Attorney for Petitioner  
Attorney No. 24895  
Marder & Seidler, Ltd.  
1076 S. Roselle Road  
Schaumburg, Illinois 60193  
(312) 980-5767



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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered this 28 day of November, 1983, by and between MARIA C. RICCHIO, hereinafter referred to as "wife", and MARIO RICCHIO, hereinafter referred to as "husband";

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

WHEREAS, the said parties are husband and wife, between whom differences and disputes have arisen; and

WHEREAS, the parties are now and have been estranged from each other and are not now living together as husband and wife; and

WHEREAS, the husband has instituted a marital action against the wife in the Circuit Court of Cook County, Illinois being Case No. 83 D 4264; and

WHEREAS, one child was born to the parties as a result of the marriage, to wit: NICOLE MARIE, born June 16, 1981 and none were adopted and the wife is not now pregnant; and

WHEREAS, the parties, without any collusion as to said proceedings hereby consider it to their best interests to settle between themselves now and forever their respective rights of property, maintenance, and any and all other rights of property and otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have, in and to any property of everykind, nature and description, real, personal or mixed, now owned or which may hereafter be acquired by either of them; and

WHEREAS, wife is represented by ANTHONY J. PAULETTO, attorney at law, and husband is represented by PAMELA E. LOZA, MARDER & SEIDLER, Ltd., attorneys at law; and

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WHEREAS, each party has made full disclosure to the other of all properties owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their rights in relation thereto.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficient of which consideration is hereby acknowledged, the parties agree as follows:

1. MARITAL OBLIGATIONS:

Each party shall be responsible for his or her debts incurred since the date of separation.

2. MARITAL REAL ESTATE:

A. Each party shall retain any and all funds currently held in their respective names and shall be the sole owner of their respective pension funds or retirement accounts.

B. The marital home of the parties commonly referred to as 8510 W. Carmen, Chicago, Illinois, as otherwise known as:

Lot 44 in Street Joseph Manor being a resubdivision of parts of Lots 2, 3, and 4 in Gerhard H. Franzen Estate Division of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 11, Township 40 North Range 12, East of the Third Principal Meridian in Cook County, Illinois.

shall be quit claimed to the wife upon the wife giving to the husband the sum of FIVE THOUSAND DOLLARS (\$5000.00). Wife to give to the husband said sum on or before the date of prove-up.

3. MARITAL PROPERTY:

The parties agree that all other personal property including automobiles has been divided and personal property presently in possession of the wife shall become her sole property and property presently in possession of the husband shall become his sole property.

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## 4. MEDICAL, DENTAL AND INSURANCE FOR MINOR CHILD. 0 3 7 3 9 2 0 5

A. Since the wife is expending \$65.00 per month for formula to alleviate the minor child's allergic problem (minor milk protein), the husband agrees to be responsible for all other medical and dental expenses incurred on behalf of the minor child. However, the wife must take the minor child only to those places covered in husband's dental insurance. The husband further agrees to keep the minor child insured under his current employer's group medical policy, or, in the event of a change of employment, a medical insurance policy with substantially the same coverage until the minor child reaches her majority or completes her education, whichever occurs later.

B. The husband will maintain the following life insurance policy, to wit: Kemper Life Insurance, Policy No. 1189126 in the amount of \$60,000.00 and name the minor child, Nicole, as the irrevocable beneficiary until she is 18 years of age, or, in the event she seeks a college education, until she reached the age of 22 or graduates from college, whichever occurs first.

## 5. CUSTODY:

The parties agree that both of them are fit and proper persons to have care and custody of the minor child but agree that the wife shall have custody of the minor child, NICOLE.

## 6. VISITATION:

A. The husband shall have liberal visitation with the minor child which shall include but not be limited to:

(i) Two overnight visitations per month upon one week's notice to the wife. The overnight visitation shall be exercised outside the presence of any female companions of the husband unless related to the husband by marriage or blood.

(ii) One day per week upon 72 hour notice to the wife.

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(iii) Two weeks during the usual summer vacation period upon at least two weeks' notice to the wife.

(iv) Any other visitation agreed upon between the husband and the wife.

(v) The parties agree to equitably share all holiday periods and to work with one another to insure that the best interests of the minor child are protected. Further, the parties agree to take into consideration the personal wishes, preferences and schedules of the minor child in arranging and exercising visitation.

## 7. CHILD SUPPORT AND MAINTENANCE:

A. The husband will pay to the wife \$400 per month, as and for child support directly to the wife and not through the Clerk of the Court. The sum of \$400 per month being based on earnings of up to \$35,000 gross per year.

B. Both parties agree to waive their right to maintenance.

## 8. COLLEGE EDUCATION:

The parties agree to assist their child, NICOLE, to obtain a college education to the extent of their respective personal ability.

9. The husband shall be entitled to claim the deduction applicable to the minor child on his income tax return.

## 10. ATTORNEYS' FEES:

Each party shall pay his or her own attorneys' fees and court costs. ✓

## 11. MUTUAL WAIVER:

Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of dower, homestead, maintenance, and all other property 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 relations

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now existing between the parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators, and assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

## 12. AMENDMENT AND CONSTRUCTION:

This agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this agreement. This agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the husband or wife.

## 13. EXECUTION OF DOCUMENTS:

That each of the parties agrees that he will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to carry into effect the foregoing, the intention being that the settlement provided for in this agreement shall constitute a complete adjustment of the property rights and all other rights of the parties hereto.

## 14. TOTAL AGREEMENT:

It is agreed that the foregoing Agreement constitutes the total

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agreement of the parties and it shall be incorporated by reference into the Judgment for Dissolution of Marriage.

15. COURT APPROVAL:

That this Agreement shall be submitted to the Court for approval, and if approved, shall be made a part of the Judgment for Divorce, and shall be of effect and binding only if a Judgment for Divorce is entered in the said pending case.

  
WIFE- MARIA RICCHIO

  
HUSBAND- MARIO RICCHIO

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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:**

3739705

in a certain cause lately pending in said Court, between . . . . .

MARIO M. RICCHIO . . . . . plaintiff/petitioner  
and MARIA C. RICCHIO . . . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed  
the seal of said Court, in said County, this 15th  
day of September, 1988

*Morgan M. Finley* Clerk

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1800 SEP 16 AM 2:38  
HARRY BUSBY JOURNAL  
REGISTRAR OF TITLES

IDENTIFIED  
No.  
HARRY BUSBY JOURNAL  
REGISTRAR OF TITLES  
CLARENCE

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REALTY TITLE, INC.  
33 N. LaSalle Street  
Suite 1950  
Chicago, Illinois 60602