

UNOFFICIAL COPY

0 3 7 4 2 5 9 0

3742590

Property of Cook County Clerk's Office

Handwritten signatures and initials

Attest: MORGAN M. FINLEY, Clerk.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
RICHARD J. HENRICH, Sheriff

PRESENT: The Honorable JOHN J. BEAUPRE, Judge of the Circuit Court of Cook County.

PLAINT, before the Honorable JOHN J. BEAUPRE, 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 August 12th, 1988, in the year of our Lord, one thousand nine hundred and eighty-eight, and of the Independence of the United States of America, the two hundredth and thirtieth anniversary...

STATE OF ILLINOIS, COUNTY OF COOK ss.

UNITED STATES OF AMERICA

UNOFFICIAL COPY

0 6 5 4 7 5 0

MB
70

MARTIN FERTEL
05226
ATTORNEY AT LAW
XEROX CENTRE
58 W. MONROE
SUITE 870
CHICAGO, ILLINOIS
60603
(312) 582-4042

to and of the subject matter hereof.

1. That this Court has jurisdiction of the parties here-

as follows:

the evidence and now being fully advised in the premises, FINDS for Dissolution of Marriage; and the Court having considered all in support of the allegations contained in his verified Petition Court having heard the testimony in open Court of the Plaintiff Plaintiff and upon the response thereto of the Defendant; and the ed matter upon the Petition for Dissolution of Marriage of the ing withdrawn, and this cause came on for hearing as an uncontested MARGARET A. BATES, not represented by counsel, her attorney hav- BATES, SR., by his attorney, MARTIN FERTEL, and Defendant, This day came again the Plaintiff, JACK BATES, a/k/a JACK

JUDGMENT ON DISSOLUTION OF MARRIAGE

3742590

NO. 87 D 9743

IN RE: THE MARRIAGE OF
JACK BATES, a/k/a
JACK BATES, SR.,
Plaintiff,
and
MARGARET A. BATES,
Defendant.

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

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

UNOFFICIAL COPY

MB 50

of his Petition for Dissolution of Marriage by substantial, com-
petent and relevant evidence, and that a judgment of dissolution

7. That the Plaintiff has proved the material allegations
table and not in the best interests of the family.
failed and that future attempts at reconciliation would be imprac-

down of the marriage, and that efforts at reconciliation have
irreconcilable differences have caused the irretrievable break-
and apart for a continuous period of more than two (2) years and

6. That the Plaintiff and Defendant have lived separate
has have not co-habited since that time.
of the marriage until on or about January 1, 1984, that the part-

5. That the parties have resided together from the time
the Plaintiff that their custody be awarded to the Plaintiff.
the best interests of said two (2) minor children residing with

the parties and that the Defendant is now pregnant. It is in
Further, that GEORGINE BATES, born March 21, 1967 was adopted by
The minor children of the parties reside with the Plaintiff.

WILLIAM BATES, born July 25, 1968
JACK BATES, JR., born September 11, 1969
VIOLA BATES, born May 27, 1972

a result of the marriage, namely:
4. That three (3) children were born to the parties as
Cook County, Illinois.

September, 1967, and said marriage was registered at Chicago,
3. That the parties were married on the 2nd day of
for ninety (90) days next preceding the making of the findings.

Illinois at the time the Petition for Dissolution of Marriage was
commenced and has maintained a residence in the State of Illinois
2. That the Plaintiff was a resident of the State of

3742590

3742590

Property of Cook County Clerk's Office

of Marriage should be entered herein.

8. That the parties hereto have entered into an Marital Settlement Agreement dated 29th day of July, 1988, con-
 cerning the questions of custody, visitation and support of the
 minor children of the parties, the maintenance of the parties, the
 respective rights of each party in and to the property, income or
 estate which either of them now own or may hereafter acquire, in-
 cluding a division of all marital and non-marital property, and
 other matters which Agreement has been presented to this Court for
 its consideration. That the said Agreement was entered into freely
 and voluntarily between the parties hereto; it is not unconscio-
 nable and ought to receive the approval of this Court; that this
 written Agreement was admitted into evidence. The terms and pro-
 visions of said Marital Settlement Agreement are in words and
 figures as follows, to-wit:

Margaret A. Bates
0 6 5 2 4 1 2 5 9

1. That this AGREEMENT is not one to obtain or stimulate a judgment of Dissolution of Marriage. Further, that each party

IT IS FURTHER AGREED by and between the parties as follows

NOW THEREFORE, in consideration of the mutual promises and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties hereto agree that in the event the Circuit Court of Cook County, Illinois, in said case sees fit to award either party a Divorce from the other, upon evidence presented, then it is agreed that this AGREEMENT shall be incorporated into and made a part of said judgment of Dissolution of Marriage and shall thereafter be binding and conclusive on the parties.

WHEREAS, the attorney for the husband, has informed the wife, that he represents the husband only; that he cannot in any way represent the wife, nor render her legal advice since there would be a conflict of interest; that the wife has a right to obtain an attorney to represent her but that the wife has refused to do so, and, her attorney representing her has withdrawn previously, and,

WHEREAS, the wife and the husband consider it to their best interests to settle between themselves now and forever their respective rights, property rights, and all other rights of property growing out of the marriage relationship and otherwise existing between them and which either of them now has or may hereafter have or claim to have against the other or in any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them,

WHEREAS, there is now pending a suit for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department-Domestic Relations Division, known as Case No. 87D9743, and entitled IN RE: JACK BATES, a/k/a JACK BATES, SR., and MARGARET A. BATES, which cause is now pending and undetermined,

W I T N E S S E T H :

THIS AGREEMENT made this 29th day of July, 1988, by and between MARGARET A. BATES, hereinafter referred to as the wife, and JACK BATES, a/k/a JACK BATES, SR., hereinafter referred to as the husband.

M A R I T A L S E T T L E M E N T
A G R E E M E N T

MARTIN FERTEL
03228
ATTORNEY AT LAW
XEROX CENTER
55 W. MONROE
SUITE 870
CHICAGO, ILLINOIS
60603
(312) 582-4042

3742590

MB
CB

reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

2. The wife hereby stipulates that she is self-supporting through appropriate employment and able to provide for her reasonable needs for maintenance and support. Accordingly, the wife hereby waives and releases any and all claims against the husband for maintenance, formerly known as alimony, past, present or future.

3. The husband hereby stipulates that he is self-supporting through appropriate employment and able to provide for his reasonable needs for maintenance and support. Accordingly, the husband hereby waives and releases any and all claims against the wife for maintenance, formerly known as alimony, past, present or future.

4. That the husband shall be awarded the sole and permanent care, custody, control and education of JACK BATES, JR., born September 11, 1969, and VIOLA BATES, born May 27, 1972, the two (2) minor children of the parties. Further, that the wife shall have the right of reasonable visitation with said children as agreed between the wife and children.

5. That the question of child support, from the wife to the husband, for the support of the two (2) minor children is reserved at this time.

6. That the husband shall pay for all the ordinary and extra-ordinary medical and dental needs of the minor children. Further, that the husband shall provide major medical and hospitalization insurance coverage for said children.

7. That commencing with the entry of a judgment of dissolution of marriage herein, the wife shall provide her own major medical and hospitalization insurance. **HER MAJESTY A. F. W. TO RESERVE HER MAJESTY A. F. W. IS PERMITTED**

8. That the wife shall convey to the husband, by quit claim deed, immediately upon entry of a judgment of dissolution of marriage herein, all of her interest of whatsoever nature, including dower and homestead in the real estate commonly known as 3507 West Hirsch Street, Chicago, Cook County, Illinois, which was the former marital residence of the parties, a copy of the legal description is attached hereto as "Exhibit A" and made a part hereof. Further, that the wife understands and agrees that in the event she fails to convey, by quit claim deed, and deliver said deed to the husband immediately upon entry of a judgment of dissolution of marriage, her interest in the afore-mentioned realty that a judicial officer of the Circuit Court of Cook County is authorized and shall make such conveyance upon her behalf. That the husband herein shall pay all monetary obligations relating to the realty located at 3507 West Hirsch Street, Chicago, Illinois, including but not limited to the first and second mortgage obligations thereon, and shall save, hold harmless and indemnify the wife from any payments of monies, or attorney's fees, concerning said realty.

MB
CB

0652522

UNOFFICIAL COPY

MB 70

17. That 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, 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 now existing between the parties hereto under any present or future law of any State or of the United States (including any other country, in or to, or against

16. That except for matters of child support, custody, and visitation, that the terms of this AGREEMENT shall not be subject to future change, irrespective of a material change in the financial conditions and intentions of the parties, and that each of the parties do hereby waive and consent to the modification in the terms of this AGREEMENT by any court of competent jurisdiction pursuant to Section 502 (f) of the Illinois Marriage and Dissolution of Marriage Act.

15. 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 reasonable and necessary to release their respective interests in any property belonging to the other, 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 thereto.

14. That both husband and wife waive and shall be forever barred from any interest which they may have in any personal injury or workman's compensation action of the other.

13. That both husband and wife shall be the sole and exclusive owner, free of any interest of the other, of the personal property which they currently have in their possession.

12. That both husband and wife agree to assist their minor children in the attainment of a college education. That this agreement is predicated upon the parties' ability to assist the children at the time they are eligible for entrance to college. The husband and wife shall have a voice in the selection of the college together with the children.

11. That the husband shall waive and be forever barred from any right or interest which he may have in any pension, profit sharing, and/or retirement plan of the wife, past, present or future.

10. That the wife shall waive and be forever barred from any interest which she may have in any pension, profit sharing, and/or retirement plan of the husband, past, present or future.

9. That both husband and wife shall be individually responsible for any debts which they incurred after the date of the separation of the parties on or about, to-wit January 1, 1984; that the husband and wife shall save, hold harmless and indemnify the other party from the payment of any monies for any debt which they incurred after the date of separation.

06552423

MARTIN PERTEL #032226
Attorney for Husband
55 West Monroe Street, #970
Chicago, Illinois 60603
332-4042

06527423

Property of Cook County Clerk's Office

JACK BATES, A/K/A JACK BATES, SR.
HUSBAND

MARGARET A. BATES - WIFE

The undersigned have affixed their signatures to each and every page of this AGREEMENT on the date shown on Page One.

19. That this AGREEMENT shall be submitted to the court for approval, and if approved, shall be made part of the judgment of dissolution of marriage, and shall be of effect and binding only if a judgment of dissolution of marriage is entered in the said pending case.

18. That the foregoing AGREEMENT constitutes the total agreement of the parties.

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 or assigns for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph. Further, that each of the parties hereto does hereby remise, release and forever discharge the other, their heirs, executors and administrators of and from all manner of action, causes of action, suits and claims for any and all torts which were committed during the marriage between the parties.

Bell Federal Savings and Loan Association
70 West Superior Street
Chicago, Illinois 60610

MORTGAGE

THIS INSTRUMENT, Made this 20TH day of APRIL, 1973, between

JACK BATES AND MARGARET A. BATES, HIS WIFE
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION
a corporation organized and existing under the laws of THE UNITED STATES
Mortgagee and

WITNESSETH: That whereas the Mortgagee is justly indebted to the Mortgagor, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of **SEVENTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100** Dollars (\$ **17,950.00**) payable with interest at the rate of **SEVEN** per centum (**7** %) per annum on the unpaid balance until paid, and made payable on the 15th day of the month of **CHICAGO ILLINOIS** in each other place as the holder may designate in writing, and delivered, of the said principal and interest (with) payable in monthly installments of **ONE HUNDRED THIRTY AND 55/100** Dollars (\$ **139.55**) on the first day of **JUNE** 1973, and a like sum on the first day of each and every month thereafter until the same is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **MAY** 2003

NOW, THEREFORE, the said Mortgagee, for the better securing of the payment of the said principal sum of money and interest, and the performance of the covenants and agreements herein contained, does by these presents **MORTGAGE** and **WARRANT** unto the Mortgagee, its successors or assigns, the following described Real Estate situated, being, and being in the county of **COOK** and the State of **Illinois**, to-wit:

Lot 132 in Dickey's Add to Chicago in the North East 1/4 of Sec 2, T 39 N, R 13 E of the 1st P.M. in CCL.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, the rents, issues, and profits thereof, and all appurtenances and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and other fixtures in or on that may be placed in, on, or building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagee in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the Mortgagee, its successors and assigns, however, for the purposes and herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any liens of mechanics, labor, material men or other persons to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) the amount of the principal sum of money and interest on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situated, upon the Mortgagee or acrement of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such form of insurance, and in such amounts, as may be required by the Mortgagee.

"EXHIBIT A"

3742590

FILED 31100
APR 20 1973

UNOFFICIAL COPY

0 3 7 4 2 3 9 0

Dated: July 29, 1988

Margaret Bates
MARGARET A. BATES

3742590

This agreement has been negotiated and prepared by MARTIN FERTEL
 attorney for JACK BATES, a/k/a JACK BATES, SR. who advised and
 informed MARGARET A. BATES that he acted
 solely as counsel for JACK BATES, a/k/a JACK BATES, and does not
 advise or represent MARGARET A. BATES in this settle-
 ment. MARTIN FERTEL has advised MARGARET A. BATES
 to secure counsel to represent him in this matter, but
 MARGARET A. BATES refused to do so.
 MARGARET A. BATES has carefully read this agreement,
 fully understands its terms and willingly signs it.

AGREEMENT FOR UNREPRESENTED SPOUSE

UNOFFICIAL COPY

MB
70

estimated, including but not limited by homestead, succession and personal or mixed, of whatsoever kind and nature and whatsoever or future, and in and to the property of the other, whether real, parties in and to maintenance for themselves, whether past, present or future, that any right, claim, demand or interest of the

any and all documents that may be necessary to effectuate and fulfill demand by the other party, execute and deliver to each other party D. That each of the parties hereto will, promptly upon

Marital Settlement Agreement. each of the parties hereto shall perform under the terms of said this paragraph set forth verbatim as the judgment of this court; and with the same force and effect as if said provisions were in proved and adopted as the order of this court to the same extent provisions of said Agreement are expressly ratified, confirmed, ap-

part of this judgment of dissolution of marriage; and all the provisions attached hereto, incorporated by reference herein and is made a Plaintiff and the Defendant dated 29th day of July, 1988, C. That the Marital Settlement Agreement between the

tion rights of the Defendant. (2) Minor children of the parties, subject to the reasonable visitation rights of the Defendant. B. That the Plaintiff is awarded the custody of the two

MARGARET A. BATES, are hereby dissolved. Plaintiff, JACK BATES, a/k/a JACK BATES, SR., and the Defendant, tion of marriage and the bonds of matrimony existing between the A. That the parties are awarded a judgment of Dissolu-

IS HEREBY ORDERED AND ADJUDGED as follows: ON MOTION OF MARTIN FERTEL, ATTORNEY FOR PLAINTIFF, IT

3742590

0 6 5 2 4 7 0

MARTIN FERTEL #03226
Attorney for Plaintiff
55 West Monroe Street, #970
Chicago, Illinois 60603
332-4042

MARGARET A. BATES - DEFENDANT
Margaret Bates

JACK BATES, A/K/A JACK BATES, SR.
PLAINTIFF

Jack Bates

APPROVED:

J U D G E

3742590

ENTERED
MAY 2 1988
549

ENTER:

forth,

hereto dated 29th day of July, 1988, as heretofore set

Matters Settlement Agreement made in writing between the parties

judgment of dissolution of Marriage, including all the terms of the

this cause for the purpose of enforcing all the terms of this

F. That this Court expressly retains jurisdiction of

terminated.

ly set forth in the aforesaid Agreement, is forever barred and

relationship existing between the parties hereto, except as express-

inheritance, arising out of the marital relationship, or any other

UNOFFICIAL COPY

0 3 7 4 2 5 9 0

3742590

Property of Cook County Clerk's Office

CEMENTARY KNOWN AS; 3517 W. HIRSCH

P.I.N. #1602-216-021-0000

Lot 152 in Dickey's Addition to Chicago in the North East 1/4 of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County.

UNOFFICIAL COPY

(10-84) CCDCR-6 () 6 2 1 7 0 0 Morgan M. Finley Clerk

day of August 19, 88

the seal of said Court, in said County, this 25th

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

and defendant/respondent, MARGARET A. BATES

plaintiff/petitioner, JACK BATES, etc., etc.

in a certain cause lately pending in said Court, between

.....
.....
.....
.....
.....

and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

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
ss.

Property of Cook County Clerk's Office

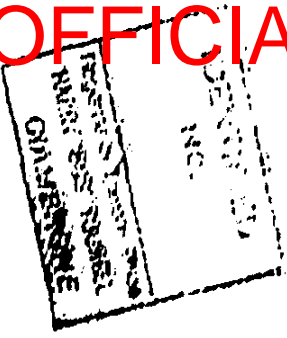
3742590

UNOFFICIAL COPY

1
1172534
BM

~~3742590~~

SEP 20 10 10 21
HARRY (BUS) YOURN
REGISTER OF TITLES



3742590

Jack Bates

3507 W. Hinsdale

Chicago, Ill 60657

Property of Cook County Clerk's Office

JACK BATES
3507 W HINSDALE
CHICAGO, ILL 60657