0 3 7 4 5 1 9 Form #20

Certificate No. 1248084 Document No. 3745196

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached on the Certificate 1248084 indicated affecting the following described premises, to-wit:

DESCRIPTION OF LAND

LOT FIVE (5)

In Hatien Heights Unit No. 4, a Subdivision of part of the Northeast Quarter (¼) of Section 10, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof, registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 17, 1950 as Document Number 1702082.

3745196

Section _____ Township _____ North, Range _____ East of the Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 10-11 19 88

3745196

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3308 (4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF
BARBARA R. FRYZEL

plaintiff

v.

THOMAS W. FRYZEL

defendant

NO. 87 D 41

FILED
88 AUG -8 AM 11:15
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
DEPT. CHAN. DOM. REL. DIV.
MORGAN M. FINLEY CLERK

RELEASE (SATISFACTION) OF JUDGMENT

THOMAS W. FRYZEL, the JUDGMENT CREDITOR
(judgment creditor) (assignee of record)

, having received full satisfaction
(legal representative)

and payment, releases the judgment entered on January 11, 19 88,

against ~~defendant~~ BARBARA R. FRYZEL for

$ 35,000.00 and costs.

(Address of Judgment Debtor)

, 19 88.

Approved:

Attorney of record

Name Jeffrey S. Braiman
Attorney for Plaintiff
Address 3325 N. Arlington Heights Rd., #600-D
City Arlington Heights, IL 60004
Telephone (312) 577-8870
Atty No. 12256

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

3745196

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 8/8/88

Margaret M Finnegan

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.

PLACITA JUDGMENT 0 3 7 4 5 1 9 6 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK } ss.

PLEAS, before the Honorable SUSAN SNOW RUFFOLO 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 11, in the year of our Lord, one thousand nine hundred and 88 and of the Independence of the United States of America, the two hundredth and twelfth

PRESENT: - The Honorable SUSAN SNOW RUFFOLO
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY,
~~RICHARD KELROD~~, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

3745196

Non-Appealable
No Affidavit

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:	)	
BARBARA R. FRYZEL,	)	
Petitioner,	)	
and	)	NO. 87 D 14159
THOMAS W. FRYZEL,	)	
Respondent.	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition for Dissolution of Marriage of the Petitioner, BARBARA R. FRYZEL, and the response of the Respondent, THOMAS W. FRYZEL; the Petitioner appearing by Jeffrey S. Braiman of Braiman and Samuels , her attorney, and the Respondent appearing by William Pecquet, his attorneys; the Court having jurisdiction of the parties and subject matter, finds:

1. That at the commencement of the within action the Petitioner was domiciled in the State of Illinois and has maintained said domicile for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.

2. That the parties were lawfully married on February 27, 1971 at Niles, Illinois.

3. That there were two (2) children born as a result of this marriage; namely WALTER BENJAMIN FRYZEL, age two (2); and ELIZABETH GRACE FRYZEL, age two (2) months.

4. That irreconcilable differences have caused the irre-

trievable breakdown of the marriage; That their efforts at reconciliation have failed. That future efforts at reconciliation would be impracticable and not in the best interests of the parties.

5. That the parties have entered into a Property Settlement Agreement respecting their respective rights; that said Agreement has been received in evidence and has been approved by the parties as being, fair, just, reasonable, equitable and satisfactory resolution of the matters contained herein; that the Court has considered and approved the terms and provisions for maintenance and the disposition of property; that the parties are desirous to incorporate said Agreement within this Judgment for Dissolution of Marriage; that said Agreement is as follows:

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:	)	
BARBARA R. FRYZEL,	)	
Petitioner,	)	
and	)	NO. 87 D 14159
THOMAS W. FRYZEL,	)	
Respondent.	)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into at Mt. Prospect, Illinois this 16th day of November, 1987, by and between BARBARA R. FRYZEL, hereinafter referred to as Wife, and THOMAS W. FRYZEL, hereinafter referred to as Husband.

The parties are now Husband and Wife, having been married on February 27, 1971, at Niles, Illinois; and

There were two children born to the parties namely WALTER BENJAMIN FRYZEL born August 11, 1985 and ELIZABETH GRACE FRYZEL born September 12, 1987, no children were adopted by the parties, and the Wife is not now pregnant; and

Irreconcilable differences have arisen between the parties who are now and have been estranged from each other and are not living together as Husband and Wife; and

The parties hereby consider it in their best interest to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support 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, against the other, and all rights of any kind, nature and description, real personal and mixed, now owned or which may hereafter be acquired by either of them; and

The Wife has employed and had the benefit of counsel of Jeffrey S. Braiman of Braiman and Samuels as her attorney. The Husband has employed and had the benefit of counsel of William Pecquet. 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.

NOW THEREFORE, in consideration of the foregoing and further in consideration of the mutual promise and other good and valuable considerations, by each to the other delivered the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

RIGHT OF ACTION

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

2. The Husband reserves the right to prosecute or defend any action for Dissolution as may be brought hereafter or commenced by the Wife. The Wife reserves the right to prosecute or defend any action for Dissolution as may be brought hereafter or commenced by the Husband.

ARTICLE II

MARITAL HOME

1. The parties are presently owners in joint tenancy of the real estate commonly known as 322 Beverly Lane, Mt. Prospect, Illinois, 60056, which real estate housed the marital home.

2. Upon the entry of any Judgment for Dissolution of Marriage based on the terms of this Agreement, the Husband will Quit Claim to the Wife all of his right, title and interest to the marital home and remove himself from said home. In consideration of said Deed and the division of other marital property, Wife shall pay the sum of thirty-five thousand ($35,000.00) dollars to Husband upon entry of Judgment for Dissolution.

3. The Wife shall be thereafter solely responsible for and hold Husband harmless for all expenses of maintaining the marital home, including the payment of mortgage, taxes, insurance, utilities, and all upkeep expenses without limitation, subsequent to the entry of the Judgment for Dissolution of Marriage.

4. The parties agree that they will, upon timely notice to do so, execute any deeds, affidavits, bills of sale, and the like necessary to transfer merchantable title under the provisions of this Article. Upon the failure or refusal of any party to do so, and upon application to court as an emergency matter, if necessary, an Associate Judge of Land Title Division shall be authorized to execute such documents in the place and stead of any party, and any cost or attorney fees incurred as a result thereof shall be assessed to any party found by the court to have been in default of the terms of this Agreement.

ARTICLE III

PROVISIONS RELEVANT TO HUSBAND AND WIFE

1. The Husband and Wife do each hereby waive all claims for maintenance, whether past, present or future.

2. The parties have divided between themselves the items of personal property acquired during the time of the marriage. The

Wife shall be the sole owner of all personal property listed in "Exhibit A" attached hereto and all other personal property remaining in the marital home. The Husband shall be the sole owner of those items set out specifically in "Exhibit B" attached hereto. The Husband shall remove such items or personal property.

3. The Husband shall be responsible for and hold the Wife harmless for the Sears Roebuck debt, the Ford Tempo loan and any and all outstanding debts or loans on Husband's business. Further, Wife shall be responsible for and hold Husband harmless for the Credit Union loan and First Card debt. Husband shall hold Wife harmless for and cause Husband's business, Peregrine Marketing Associates, to immediately pay any amount charged for the benefit of said company on parties' First Card Credit Card.

ARTICLE IV

CUSTODY AND RELATED MATTERS

1. That Husband and Wife agree that each is a fit and proper person to have custody of the minor children However, the parties further agree that the Wife shall have the sole care, custody, control and education of the minor children of the parties, namely, WALTER and ELIZABETH. The Husband shall have reasonable and liberal rights of visitation, to be agreed upon between the parties, with said minor children.

2. That based upon the income of the parties, Husband shall pay to Wife from the date of entry of the Judgment of Dissolution of Marriage until September 1, 1988, the sum of $75.00 per week

as and for child support. Subsequent to September 1, 1988, Husband agrees to pay to Wife twenty-five (25%) percent of his net income from all sources, but not less than $75.00 per week, as and for child support until emancipation of the first child, or further order of Court. Subsequent to emancipation of the first child, child support payments shall be reduced to twenty (20%) percent of Husband's net income from all sources, upon emancipation of the second child, support payments shall cease. The parties agree that all support payments shall be made directly to the Wife. Emancipation as stated above shall be; the latter of the child reaching his or her reaching the age of majority or graduation from high school; marriage; obtaining full time employment; induction into the military; or death of the minor child.

3. Husband shall provide on a yearly basis to Wife copies of all Internal Revenue Service Tax Returns for himself or any entity in which he has an interest in, as soon as possible after filing of said Return.

4. That the Husband shall be responsible for the children's extraordinary medical and dental expenses and the Husband shall hold the Wife harmless thereon. The Wife shall notify the Husband prior to incurring such expenses, except in cases of grave emergency, after which Wife shall notify the Husband of emergency treatment and the charges incurred thereon. In the event of any illness of a child which shall interfere with the Husband's visitation, the Wife agrees to reasonably notify the Husband of the illness prior to the scheduled visitation.

A. That the term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth

straightening, major dental work, operations and services rendered as a result of a serious accident, or as a result of serious illnesses requiring hospitalization for extended medical care, but shall not include routine check ups, minor ailments, drug supplies (except as required in the treatment of a serious illness) and the like.

If the parties cannot agree if an expense is an extraordinary expense, a Court of competent jurisdiction shall do so upon proper notice and petition even after said expense is incurred.

B. That the Husband's obligation with respect to the child's extraordinary medical expenses shall cease and terminate upon the following:

I. Child attaining his or her majority;

II. The child completing his or her college education, whichever shall be the last to occur of the above.

5. Wife currently maintains through her employer a group medical and hospitalization policy covering and protecting the minor children of the parties and shall maintain a similar policy so long as it is available through her employer. Husband shall pay in addition to the above child support, any and all amounts and premiums charged to and paid by Wife in excess of the amount and premiums related to Wife individually. Husband shall nonetheless be responsible for and pay any amount not covered by said insurance for all extraordinary medical and dental expenses as delineated in paragraph 4 (four) above. In the event Wife is unable to procure group medical and hospitalization on the minor children through her employer, then Husband shall immediately procure a similar medical and hospitalization policy. Husband agrees thereafter to maintain in full force and effect a group

medical and hospitalization insurance policy covering and protecting the minor children of the parties hereto until said children reach the age of majority or complete their college education program, whichever is the latter to occur.

A. That the Husband agrees upon presentation by the Wife, of all of the children's ordinary medical and dental bills and expenses, to present same to his insurance carrier for payment. If his insurance carrier reimburses for previously paid bill, then Husband shall tender said insurance check to Wife. That in the event the Husband's insurance carrier declines to pay the ordinary medical bills and expenses submitted by Husband on behalf of the Wife, the Husband shall inform Wife of the same, in order for Wife to make payment.

6. That the Husband shall procure and maintain a life insurance policy, with a minimum face value of $200,000.00, with the minor children as irrevocable beneficiaries until the youngest of the minor children attain the age of majority or until said child completes his or her college education, whichever shall be the last to occur. That the Husband shall not encumber, pledge, borrow or alienate or in any way dispose of life insurance policies during the time period that said child is the irrevocable beneficiary. That the Husband, upon demand by the Wife, shall produce all documentation reflecting that all life insurance policies are paid in full to date and are unencumbered, including, but not limited to, proof of payment of premiums.

7. That both parties agree to contribute toward the college expenses of the minor children of the parties, according to their financial ability to do so at the time of the expense being

incurred.

ARTICLE V

MISCELLANEOUS PROVISIONS

1. Each of the parties agree that he or she will, upon demand of the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interest in any property belonging to the other or to effectuate the terms of this agreement, the intention being that the settlement provided for in this property settlement Agreement shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.

2. Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim 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 relationship now existing between the parties hereto under any present or future laws 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 neither of them will hereafter sue the other party or his or her administrators, executors or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

3. That the foregoing Property Settlement Agreement constitutes the total agreement of the parties.

4. That this Agreement shall be submitted to the court for approval; and if approved, shall be made part of the Judgment for 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.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date first shown on page one (1).

BARBARA R. FRYZEL

SUBSCRIBED AND SWORN to before me this 16th of November, 1987.

NOTARY PUBLIC

THOMAS W. FRYZEL

SUBSCRIBED AND SWORN TO before me this 17 of November, 1987.

NOTARY PUBLIC

BRAIMAN AND SAMUELS
Attorneys at Law
2454 Dempster Street
Suite 404
Des Plaines, IL 60016
(312) 635-1530
#12256

" OFFICIAL SEAL "
JEFFREY S. BRAIMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/19/88

JSB/9:fryzel.msa

3745196

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the Petitioner, BARBARA R. FRYZEL'S Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every proviso therein shall be binding upon the parties as an order of Court; that each of the parties shall comply with said provisos and shall execute all necessary documents to effectuate said provisos.

C. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

ENTER:

ENTERED

JAN 1 1 19

JUDGE

BRAIMAN AND SAMUELS
Attorneys at Law
2454 Dempster Street
Suite 404
Des Plaines, IL 60016
(312) 635-1530
#12256
JSB/10:fryzel.jud

0 3 7 4 5 1 9 6

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:

3745196

in a certain cause lately pending in said Court, between

BARBARA R. FRYZEL plaintiff/petitioner

and THOMAS W. FRYZEL defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 7th day of June, 19 88

Morgan M. Finley Clerk

(10-84) CCDCH-6

1248084 N/D

3745196

3745196

3745196

1980 OCT 11 PM 1:35

HARRY (BUS) YOURELL
REGISTRAR OF TITLES

IDENTIFIED
No.

HARRY "BUS" YOURELL
KELLY

BRAIMAN & SAMUELS
3325 N. Arlington Hts Rd.
Arlington Hts., Ill.
60004