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LAW OFFICES 7 4 5 5 0 1

MARTIN J. DRECHEN

Attorney and Counsellor at Law
2318 South Austin Boulevard
Cicero, Illinois 60650
PHONE: 603-3639

October 13, 1988

County Building
Torrens Office
118 N. Clark
Chicago, Illinois 60602
Attn: Gene Berkalter

Re: Grace Gargano to Edward and Susan Kemp
Property address - 3834 S. Grove,
Berwyn, Illinois
Closing - September 29, 1988

Dear Mr. Berkalter,

As per our telephone conversation of today regarding the above closing, the property address, Permanent Index Number and legal description of the property not shown in the Divorce Decree, Circuit Court of Cook County, Illinois, Case No. 81D4526 is as follows:

The South 30 Feet of the North 60 Feet of Lot 14 in Block 52 in the Subdivision of Blocks 45, 47, 48, 49, 50, 51 and 52, in the Circuit Court Partition in Section 31 and 32, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-31-330-029

Sincerely,


MARTIN J. DRECHEN

MJD/ss

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

[Handwritten mark]

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

IN RE: THE MARRIAGE OF)
))
GRACE GARGANO,)
))
) Petitioner)
AND))
))
SALVATORE GARGANO,)
))
) Respondent)

ENTERED
IN THE CIRCUIT COURT OF COOK COUNTY
JUN 30 1981
ROSLY

NO. 81 D-4526

Shaw no rights been taken or more

JUDGMENT OF DISSOLUTION OF MARRIAGE

This day came on for the Petitioner, GRACE GARGANO, by her attorney, DENNIS R. TORII, and this cause came on for hearing upon the written stipulation of the parties that this cause be heard as an uncontested default matter upon the verified Petition for Dissolution of Marriage of the Petitioner; the Respondent having filed his *pro se* appearance appearance and not being represented in open court by an attorney; and both parties appearing in open court in their own proper persons, 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:

1. This Court has Jurisdiction of the parties hereto and of the subject matter hereof.
2. The Petitioner was domiciled in the State of Illinois at the time that 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.
3. That parties were married on December 3, 1960 and said marriage was registered at Wheaton, Illinois, County of DuPage.
4. Three children were born to the parties as a result of the marriage, namely, SALVATORE, born October 27, 1968, MICHAEL, born December 3, 1968 and CINDY, born October 26, 1968 and all are emancipated.

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5. Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

6. The Petitioner has proved the marital 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.

7. The parties hereto have entered into a Marital Settlement Agreement dated 2/14/81, concerning the questions of maintenance of the Petitioner, respective rights of each party in and to the property, income or estate wh. of 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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PIT # 10
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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into at Berwyn, Illinois, this 8 day of February, 1981, by and between GRACE GARGANO (hereinafter referred to as the "Wife") and SALVATORE GARGANO (hereinafter referred to as the "Husband").

That, the said parties are now husband and wife, having been married on December 8, 1960, at Wheaton, Illinois; and

That, there were born to the parties, three children: namely, SALVATORE, born October 17, 1962, approximately 22 years of age, MICHAEL, born December 3, 1963, approximately 27 years of age and CINDY, born October 25, 1965, approximately 22 years of age and all are emancipated.

That 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

That neither party has filed an action for dissolution of marriage and this Agreement is not made to stimulate an action for dissolution of marriage; and

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

That the Wife is represented by DENNIS H. TORII and the Husband is not represented by an attorney and does not desire to retain or be represented by counsel; and

That 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.

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THHEREFORE, in consideration of the mutual promises and other good and valuable consideration, hereto expressed the PARTIES AGREE as follows:

1. That each of the parties waive maintenance.
2. That each of the parties agree that the marital home should be sold and the amount would be split to be agreed at a later date, however, this would be done not later than a period of ten years from the date of this agreement.
3. Each of the parties agrees that the bank accounts have been divided and all marital property of the parties has been divided.
4. Each of the parties agree that there are no debts from or as a result of this marriage.
5. That each of the parties agree 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 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 hereto.
6. That this Agreement constitutes the total Agreement of the parties, and in the event either party institutes an action for dissolution of marriage, this Agreement shall be submitted to the Court for consideration and approval, and if approved, shall be made part of the Judgment of Dissolution of Marriage, and shall be in effect and binding.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement on the day and year first above written.

Ernesto Gargano
ERNESTO GARGANO

Salvatore Gargano
SALVATORE GARGANO

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ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED as follows:

A. The parties are awarded a Judgment of Dissolution of marriage, and the bonds of matrimony existing between the Petitioner, GRACE GARGANO, and the Respondent, SALVATORE GARGANO, are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent dated _____, and hereinabove set forth in full, is made a part of this Judgment of Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the order 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 in the Judgment of this Court; each of the parties hereto shall perform under the terms of said agreement.

C. 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.

D. 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 whatsoever 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.

E. This Court expressly retains jurisdiction of this cause of the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto dated _____ as hereinabove set forth.

[Handwritten Signature]

DENNIS R. TORII
ATTORNEY FOR PETITIONER
3416 South Harlem Avenue
Berwyn, Illinois 60408
748-2406

Grace Gargano
Salvatore Gargano

81039 1755

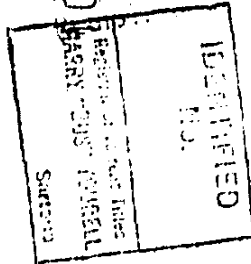
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CLERK OF THE COURT
JAN 10 1988
COURT OF THE JUDICIAL
BRANCH OF THE
STATE OF ILLINOIS
JAN 10 1988

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COMMUNITY TITLE GUARANTEE CO.
450 East Lake Street
Addison, Illinois 60101

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10-13-08

Margaret M. Jolley
[Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE PROPERTY OF THE CIRCUIT COURT AND SHOULD BE RETURNED SUBJECT TO THE QUALITY OF THE COPY