

UNOFFICIAL COPY

CHICAGO, ILLINOIS 11-18-1988

W. M. ...

Third Principal Meridian, Cook County, Illinois.

Section 6 Township 35 North, Range 15 East of the

33-06-209-022
2809 E. 158th St. Lansing, MI
MS

LOT TWO HUNDRED TWENTY EIGHT (228)
in Oakwood Estates Unit No. 5, being a subdivision of part of the West Half (1)
of the Northeast Quarter (1) of Section 6 and part of the
West Half (1) of the East Half (1) of the West Half (1) of the Northeast Quarter
(1) of Section 6, all in Township 35 North, Range 15, East of the Third Principal
Meridian, according to Plat thereof registered in the Office of the Registrar of
Titles of Cook County, Illinois, on March 25, 1965, as Document Number 2200388.

You are directed to register the Document hereto attached
on the Certificate 1914005 indicated affecting the
following described premises, to-wit:

Certificate No. 1914005
TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:
Document No. _____

3751524

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BARRY A. ABBOTT

JANET M. ABBOTT

Barry A. Abbott

Janet M. Abbott

That the parcel of real property commonly known as 2809 E. 188th Street, Lansing, Illinois is presently owned in joint tenancy by the Petitioner and Respondent and they have executed a Warranty Deed to Scott Dorabalski and Wendy Dorabalski, his wife pursuant to a contract for the sale of the aforesaid real property executed by the Petitioner and Respondent on October 11, 1988.

and that pursuant to the judgment for dissolution of Marriage entered June 30, 1988, this parcel of real property was conveyed to the Petitioner as his sole and exclusive property.

Lot 85, Indian Hill Subdivision Unit #6, being a resubdivision of Lot 8792911, both inclusive, and Lot 920 to 985, both inclusive, in Indian Hill Subdivision Unit #5, being a subdivision in the East 1/2 of Section 25, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 8, 1962 as Document # 18556246, in Cook County, Illinois.

That the Petitioner and Respondent further state that the legal description for a certain parcel of real property commonly known as 22201 Talands, Sauk Village, Illinois is:

Lot 228 in Oakwood Estates Unit No. 5, being a subdivision of part of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 6 and part of the West 1/2 of the East 1/2 of the Northeast 1/4 of Section 6, all in Township 35 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 23, 1965, as Document Number 2200388, in Cook County, Illinois.

That they are the Petitioner and Respondent respectively in the above captioned case. That the legal description for the marital home commonly known as 2809 E. 188th Street, Lansing, Illinois is:

BARRY A. ABBOTT, Petitioner and JANET M. ABBOTT, Respondent, on oath deposes and states as follows:

AFFIDAVIT

IN RE THE MARRIAGE OF

STATE OF ILLINOIS)
COUNTY OF COOK)

BARRY A. ABBOTT,)
Petitioner)
and)
JANET M. ABBOTT,)
Respondent)

No. 88D 10260

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NOTARY PUBLIC

Manover J. Dow

SUBSCRIBED and SWORN to before me this 17th day of November, 1988.

3754524

BARRY A. ABBOTT

Barry A. Abbott

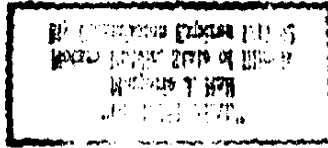
JANET M. ABBOTT

Janet M. Abbott

BARRY A. ABBOTT and JANET M. ABBOTT, being first duly sworn on oath, deposes and states that they are the petitioner and Respondent in the above entitled cause; that they have read the foregoing Affidavit by them subscribed and that they know the contents thereof and that these facts are true and correct.

STATE OF ILLINOIS)
COUNTY OF COOK)

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Attest: MORGAN M. FINLEY, Clerk.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
KATHA XXXXXXX, Sheriff

Judge of the Circuit Court of Cook County:

PRESENT: - The Honorable J. Beatty,

of the United States of America, the two hundredth and

in the year of our Lord, one thousand nine hundred and 88, and of the Independence

Court, at the Court House in said County and State, on June 30,

one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

PLEAS, before the Honorable J. Beatty,

STATE OF ILLINOIS,
COUNTY OF COOK
ss.

UNITED STATES OF AMERICA

(10-84) CCDCH-6

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PLACITA JUDGMENT

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3. That the parties were lawfully joined in marriage on June 6, 1981 at Riverdale, Illinois and cohabited together as husband and wife until July 2, 1988 at which time cohabitation ceased.

2. That the petitioner has been domiciled in the State of Illinois for more than ninety days immediately preceding the makings of these findings.

1. That the Court has jurisdiction of the parties to and the subject matter of this cause.

premise finds as follows:
solution of Marriage heretofore filed, and being fully advised in the evidence adduced by the petitioner in support of his petition for Dis- JANET M. ABBOTT, having appeared pro-se, and the Court having heard the BARRY A. ABBOTT, petitioner, being present personally in Court and being represented by his Attorney, ROBERT J. BUTCHER, and the Respondent, This cause coming on to be heard on the duly verified Petition of

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF
BARRY A. ABBOTT, Petitioner
and
JANET M. ABBOTT, Respondent
No. 88D 10260

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

STATE OF ILLINOIS)
SS)
COUNTY OF COOK)

3754524

APPRO. APPROVED
BY THE CLERK'S OFFICE
NO. 88D 10260

SEE EXHIBIT "A" ATTACHED HERETO.

follows:

and incorporated into this Judgment for Dissolution of Marriage as them respectfully and which said written agreement is hereby set forth support of the minor children and of certain property rights inherent to into a written agreement disposing of the question of maintenance and 8. That on the 27th day of May, 1988, the parties hereto entered

for Dissolution of Marriage. against the Respondent, and that the Petitioner is entitled to a Judgment aforesaid, that the equities of the cause lie with the Petitioner and 7. That Petitioner has subsequently proved the material allegations

Respondent as a single man without fault on his part. since July 2, 1988, Petitioner has lived separate and apart from the or reasonable cause or provocation to her by the Petitioner given, that 6. That the aforesaid conduct of the Respondent was without any just cruelty towards the Petitioner.

ing her marriage vows and obligations has been guilty of repeated mental becoming a good, kind and dutiful husband, but the Respondent not regard- parties hereto, the Petitioner always treated the Respondent in a manner 5. That in and during the continuation of the marriage of the and none were adopted and the Respondent is not now pregnant.

namely, JILL, D.O.B. May 18, 1983 and DAWN, D.O.B. November 10, 1985 4. That two (2) children were born as a result of this marriage,

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growing out of the marital relationship and support and their respective rights of property, marital and non-marital, best interest to settle between themselves the question of maintenance, either of said parties may have, the parties hereto consider it in their own prejudice to any right of action for Dissolution of Marriage which solution of Marriage proceedings between the parties hereto, but with- out prejudice to any collusion as to the Pending Case or to any Dis-

posed of as is hereinafter referred to as the "Pending Case".
ABOTT and JERRY N. ABOTT" and said cause is still pending and un- Cause No. 88D 10760 entitled "In Re The Marriage of BARRY A. against the Wife in the Circuit Court of Cook County, Illinois, as D. The Husband has filed a Petition for Dissolution of Marriage

living together as husband and wife.
have arisen between the parties as a result of which they are not now C. Unfortunate and irreconcilable differences and difficulties and the Respondent is not now pregnant.

namely, JILL, D.O.B. May 18, 1968 and DAVE, D.O.B. November 10, 1985 B. That two children were born as a result of this marriage, was registered in Cook County, Illinois.
A. The parties were married on June 6, 1981, which marriage

PETITION

WITNESSETH:

after referred to as the "Wife").
inafter referred to as the "Husband" and JERRY N. ABOTT (herein- May 1988, by and between BARRY A. ABOTT (here- THIS AGREEMENT made and entered into this 27th day of

PROPERTY SETTLEMENT AGREEMENT

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to be incorporated in the judgment for
agree that they have entered into a Joint Parenting Agreement which is
wife having the physical custody of the aforesaid children. The parties
custody of the two (2) minor children, JILL and BAWN ABBOTT with the
have the custody of the minor children and that they shall have joint
A. The parties agree that both are fit and proper persons to

II. Child Custody and Support

Pending Case or any other action which the wife may bring.
Dissolution which he may deem necessary or proper and to defend the
any other. The Husband reserves the right to prosecute any action for
and to defend any action which the Husband may commence in the case or
Marriage. The wife reserves the rights to prosecute the Pending Case
This Agreement is not one to obtain to stimulate a Dissolution of

I. Renunciation of Litigation Rights

by and between the parties hereto as follows:
jointly and severally acknowledged, it is hereby covenanted and agreed
and for other good and valuable considerations, the receipt of which are
tion of the mutual covenants of the parties hereto, hereinafter set forth,
NOW THEREFORE, in consideration of the foregoing and in considera-
and informed of the wealth, property, estate and income of the other.

G. The parties acknowledge that each of them has been fully advised
is appearing pro-se.

F. The Husband is represented by ROBERT J. BUTCHER and the wife

whether now or hereafter owned or possessed by either of them.
either of them now has or may hereafter claim to have against the other,
all rights of every kind and nature, whether real or personal, which

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and be free from any claim by husband. The parties further agree that wife from her grandmother will remain her sole and exclusive property. The parties further agree that certain Sears stock inherited by papers to convey title to him, will be executed by Janet Abbott.

the sole and exclusive property of Barry Abbott and that the necessary certain 1980 Ford Fairmount presently titled in both names shall be necessary to convey title to her. The parties further agree that a property of Janet Abbott and Barry will execute whatever documents are titled in the name of Barry Abbott shall become the sole and exclusive The parties agree that a certain 1984 Plymouth Reliant presently

V. Personal Property

she may have had in said property to husband. wife further agrees to execute any documents conveying any interest exclusive property of the husband and wife renounces any claim thereto. known as 22201 Talande, Sauk Village, Illinois, shall be the sole and The parties agree that a certain parcel of real property, commonly

IV. Real Property

maintenance expenses incurred by husband during this period. the sale to the extent of twenty-five (25%) of any such repairs or sold. wife shall reimburse husband from her share of the proceeds of of said marital property that may be incurred until said property is pay any and all expenses in connection with the repairs or maintenance shall remain in the marital home and maintain said property and shall home on or about July 2, 1988. It is further agreed that husband The parties further agree that the wife shall vacate the marital listed with Naughton Real Estate Company.

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the vacating of the premises by the parties, the parties shall be responsible for the payment of the mortgage and/or of the parties until the entry of the Dissolution of Marriage and/or the operation of the marital home, medical expenses and living expenses the operation of the marital home, medical expenses and living expenses Husband further agrees to pay any and all costs with regard to the other party.

exclusive property of the party earning it, without any claim from all income earned and/or saved by either party, will be the sole and Agreement until the date of Dissolution of Marriage, that any and It is further agreed that from the date of the signing of this own names for which they will be solely responsible. that the parties have agreed to have individual credit cards in their been closed and that all joint credit cards have been destroyed and It is acknowledged by the parties that all credit accounts have

VII. Marital Debts

remain there with Barry Abbott as Trustee for minor children. 1-04-001310-7 located in First Federal Savings of Hegewisch shall Cicero Credit Union. The children's accounts 1-04-0-000624-2 and Federal Savings of Hegewisch and Account 2588-007 at Illinois Central Accounts 400022698, 400002623 and 1-04-0-0006234, all located at First the funds equally with each other. The accounts that are divided are party, that they dissolve all checking and savings accounts and divide The parties agree that to facilitate the division of their pro-

VI. Bank Accounts

shall divide the specific items of personal property owned by the parties. hereto and made a part of the Judgment for Dissolution of Marriage a certain list of personal property contained in Addendum A attached

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become emancipated.

beneficiaries until said children reach age eighteen (18) or otherwise

\$30,000.00 which he agrees to keep the children as irrevocable

At the present time Husband has Policy No. 318302666, face amount of

they shall keep in full force and effect with evidence of said policy.

United Companies Life Insurance which they presently have in effect

The parties agree that the present policies of insurance with

X. Life Insurance

coverage for the minor children.

and wife's health and accident insurance, if any, will be secondary

of determining coverage of medical bills pertaining to minor children

carrier shall be considered the primary insurance coverage for purposes

age eighteen (18) or otherwise become emancipated. Husband's insurance

accident insurance in behalf of the minor children until children reach

covered by insurance. Husband further agrees to maintain health and

mology and orthodontal expenses incurred by the minor children not

responsible for the extraordinary medical expenses, surgical, ophthal-

ordinary medical expenses of the minor children. Husband shall be

The parties agree that the wife shall be responsible for the

IX. Hospitalization and Insurance

own attorney fees.

The parties agree that each party will be responsible for their

VIII. Attorney Fees

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Except as otherwise provided, each of the parties hereto shall

A. Execution of Documents

XII. General Provisions

Retirement Act.

the Husband shall be governed by the applicable rules of the Railroad

The parties agree that wife's claim, if any, to the pension of

XI. Pension

(18) or otherwise become emancipated.

irrevocable beneficiaries until said children reach age eighteen

Dissolution of Marriage and further agrees to keep the children as

policy within thirty (30) days from the entry of the judgment for

Husband agrees to obtain a \$50,000.00 term life insurance

less of the reduction of the face amount of said policies.

responsibility for keeping these aforesaid policies in effect regard-

respective premiums for said policies. That each party will be

That both parties shall be responsible for the paying their

emancipated.

until said children reach age eighteen (18) or otherwise become

which she agrees to keep the children as irrevocable beneficiaries

Wife has Policy No. 318302665 in the amount of \$25,000.00

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tion, commodity interest, stock, bond, interest and
rights of maintenance, alimony, dower, inheritance, descent, distribu-
other, his or her heirs, personal representatives and assigns, all
relinquish, release, waive and forever quit claim and grant to the
herein otherwise provided, each of the parties does hereby forever
To the fullest extent by law permitted to do so, and except as

B. Mutual Release

herein so obligated.
deliver any and all such documents in the place and stead of the party
or Associate Judge of the Circuit Court of Cook County to execute and
the transfer of real estate hereunder, the parties designate any Judge
plement the execution and delivery of any and all documents required for
hereinafter designated to be relinquished and waived. To further im-
and a full, present and effective relinquishment and waiver of all rights
rights hereinafter designated to be transferred, assigned and conveyed,
execute a full and present transfer, assignment and conveyance of all
then this Agreement shall, and it is hereby expressly declared to, con-
hereto for any reason shall fail or refuse to execute any such documents,
said parties in the manner herein agreed and provided. If either party
of receive the sole and separate ownership of the several properties of
or proper to carry out the purposes of this Agreement and establish
acknowledge and deliver any and all documents which may be necessary
provided, and thereafter, at any time from time to time, to execute,
titles and estates in the respective parties hereto, as hereinafter
ment, good and sufficient instruments necessary and proper to vest the
execute, acknowledge and deliver upon the effective date of this Agree-

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either party under this Agreement.

to comply with the provisions of this Agreement, or the rights of

either party to the other of the obligations of the party of the other

contained shall operate or be construed as a waiver or release by

waiver, release, or other instrument and further assurances as may be required or

reasonably required to effect or evidence such release, waiver, re-

leases, grantees, devisees or assigns, any or all such bonds, releases

the request of the other party, his or her heirs, personal representa-

of the parties further agree to execute, acknowledge and deliver at

any such claim or suit so instituted by either party hereto; and each

release, when pleaded, shall be and constitute a complete defense to

the parties agree that in the event any suit shall be commenced, this

or all of the rights relinquished under this Agreement; and each of

sonal representatives and assigns, for the purpose of enforcing any

will, at any time hereafter, sue the other, or his or her heirs, per-

her heirs, personal representatives and assigns, that neither of them

each party further covenants and agrees for himself or herself, his or

in possession or in expence and whether vested or contingent and

owned or hereafter in any manner acquired by the other party, or whether

the other, real, personal, or mixed, or his or her estate, whether now

or be entitled to claim in, to or against the property and assets of

present or future law, or which he or she otherwise has or might have

of the marital relation existing between said parties hereto, under any

estate as husband and wife, widow or widower, or otherwise, by reason

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Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties do further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

D. In the event any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a judgment for Dissolution of Marriage, then any pending proceeding before such Court shall be suspended so that the Husband and Wife shall have an opportunity to consider said alteration, change or modification by said Court and, if necessary, renegotiate all or part of this Agreement. In any event,

375452.1

C. Waiver of Estate Claim

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subject matter of this Agreement. In the event the Agreement was prepared in that Illinois is the jurisdiction having the greatest interest in the thereby and shall continue in full force and effect. The parties agree

of this Agreement is invalid, the remainder shall not be affected entry of a judgment for dissolution of marriage holds that a portion modification. If a Court of competent jurisdiction at any time after cal jurisdiction where it may come up for construction, enforcement or of the State of Illinois, entirely independent of the forum and political- This Agreement shall be construed in accordance with the laws

hereto.

executors, administrators, assigns, devisees and grantees of the parties Agreement shall be binding upon and inure to the benefit of the heirs,

right to enforce the provisions and terms of the Agreement, which

entry of the judgment for dissolution of marriage, shall retain the

entered in the pending case referred to heretofore. The Court, on

or of any validity unless a judgment for dissolution of marriage is

in full force and effect but in no event shall the Agreement be effective

reference, and upon entry of said judgment, this Agreement shall become

any such judgment for dissolution of marriage, either directly or by

this Agreement and all of its provisions shall be incorporated into

dissolution of marriage in the case presently pending between them,

F. In the event the parties at any time hereafter obtain a

of husband or wife.

Marriage, then the entire Agreement shall become voidable at the option

ment at any time prior to the entry of a judgment for dissolution of

if any Court alters, changes or modifies any portion of this Agree-

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Janet M. Witt
JANET M. ABBOTT

Harry A. Abbott
HARRY A. ABBOTT

and executed in Illinois and the parties are residents of and domiciled
in Illinois. The husband filed an action for Dissolution of Marriage
in Illinois and the wife filed her response. The children are
residents of and domiciled in Illinois. The parties choose and desire
for the sake of certainty, as well as other consideration, to be bound
by the law of Illinois.
IN WITNESS WHEREOF, the husband and wife have hereunto set their
respective hands and seals the day and year first above written.

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of new bedroom set.

Proceeds from sale of Dawn's bedroom set and pool to be used for purchase

Items to be split and divided equally: Food in house and of separation, prospective settlement of real estate case, albums & photographs, nick nacs, clocks, wine glasses, books and lamps.

Table lamp in Family Room

Microware

Janet's small organ

Brown hamper & laundry baskets

Fancy serving dishes

Crystal wine glasses

Emyscopolina

2 book shelves

Dining room table

Plant cart

End table in basement

Vacuum cleaner

Baby items

Host wall hangings

Wedding portrait

Children's toys

Bird & cage

Rocking chair

Jan's dresser

High percentage of cleaners

Towels & Misc. (full bath)

Jill's bedroom set

1 telephone

Koyal typewriter

Good percentage of pots, pans & dishes

Sony TV & table

Tables

Living room furniture, coffee & end

New Sun Beam gas grill

Umbrella table and chairs

Janet's IRA

BARRY'S IRA

All yard & garden equipment

2 Weber grills

All other yard furniture

Sofa sleeper, recliner & tables

(Family room)

Microwave TV

Stereo cabinet with receiver, record

Player & speakers

2 telephone & answer machine

Towels & Misc. (3/4 bath)

Toilets in garage

Barry's dresser & water bed

High stand desk & room

Chairs in basement

Kitchen table

Desk

Beer glasses & steins

Wine karate glass set

Yellow hamper & Misc.

Throw rugs

ACN & capoe

JANET

BARRY

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committed by either party.

any contractual or other relationship whatsoever, or personal acts the parties hereto, either by virtue of this marriage, or by virtue of and to the property of the other, arising by virtue of the marriage of rights of dower, curtesy, homestead or other interests of either party in after the entry of the judgment for dissolution, including all inchoate acquires any beneficial interest, or other interest, shall cease from and situated, both personally owned and in which of them now has or hereafter every kind, nature and description, real, personal and mixed, wheresoever parties hereto arising in, to and against the property of the other, of That other than the aforesaid all and singular rights of each of the

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

paragraph set forth verbatim as decreed by this Court.

and with the same force and effect as if said provisions were in this firm, proved and adopted as the orders of this Court to the same extent party Settlement Agreement be and they are expressly ratified by, con- for Dissolution of Marriage and that all of the provisions of the Pro- (and here and before set forth), be and is made a part of the judgment and attached to this certificate of evidence, as Petitioner's Exhibit "A" That the Property Settlement Agreement between the parties heretofore

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

such a case made and provided.

are hereby dissolved pursuant to the statutes of the State of Illinois in BARRY A. ABBOTT and JANET M. ABBOTT, the Respondent, be and that the same That the bonds of marriage heretofore existing between the Petitioner,

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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3751521

PREPARED BY:
ROBERT J. BUTCHER (91138)
17450 S. Halsted - Suite 2NW
Homewood, Illinois 60430
799-0600

Property of Cook County Clerk's Office

JUDGE BEATTY
JUN 30 1988
ENTERED

ENTERED:

this judgment.

parties hereto for the purpose of enforcing the terms and provisions of

That this Court shall retain jurisdiction in this cause and of the

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

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SEP 3 10 18 26

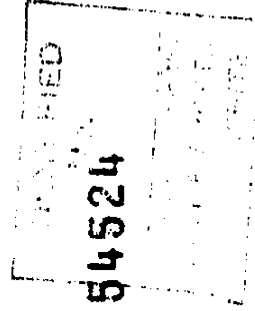
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N.I.D.

3754524

NOV 18 1988

HARRY (JOS) YOURELL
REGISTRAR OF TITLES



3754524

LAND TITLE CO,
800 W. MONTGOMERY, 4TH FLOOR
CHICAGO, ILLINOIS 60603

FILE #

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