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Certificate No. 1251240 Document No. 3776644

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1251240 indicated affecting the

following described premises, to-wit: LOT 34 IN HENRY G PETER'S
SUBDIVISION OF BLOCK 4 SUBDIVISION OF SECTION 19, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT
THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

Pt. N. 16-19-204-027

C/A 1228 S. SCOVILLE BERWYN ILLINOIS

Section 19 Township 39 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

GREATER ILLINOIS TITLE COMPANY
One North LaSalle St. Suite 1230
Chicago, Illinois 60602

CHICAGO, ILLINOIS 3-1 1989

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12/15/2015

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LAW OFFICES

GERALD M. SACHS & ASSOCIATES, LTD.

(312) 782-1787

(312) 332-1787

FIFTH FLOOR

159 NORTH DEARBORN STREET

CHICAGO, ILLINOIS 60601

To: Whom It May Concern:

Please be advised that my office and I have been paid in full for all legal services rendered on behalf of Francis Esposito in the cause entitled In Re The Marriage of ESPOSITO, Cause No. 84D 9778 including all fees due from Frank Esposito, pursuant to Judgment.

Sincerely,
Michael Elow

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CITY OF CHICAGO

CLERK OF THE COURT
COURT OF COMMON PLEAS
COURT OF APPEALS

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*Law Offices of
Thomas J. Skryd & Associates, Ltd.*

THOMAS J. SKRYD
PAUL J. SKRYD
DAVID A. SKRYD

5639 WEST 35th STREET • CICERO, ILLINOIS 60650 • TELEPHONE (312) 652-8700

February 23, 1989

Mr. Frank Esposito

In Re: The Marriage of Frank Esposito and Francine Esposito
84 D 9778

The fee for services rendered has been paid in full.

Respectfully submitted:



Thomas J. Skryd
nm

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12751
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)
)
FRANCINE M. ESPOSITO)
) Counter-Petitioner)
and) NO. 84 D 9778
FRANK S. ESPOSITO)
) Counter-Respondent)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On October 31st, 1985, this cause came on to be heard upon the Counter-Petition for Dissolution of Marriage of the Counter-Petitioner, and upon the stipulation of the parties that this matter be heard as in cases of default, the Counter-Petitioner, FRANCINE M. ESPOSITO appearing in open court and by MICHAEL E. POWERS of GERALD M. SACHS & ASSOCIATES, LTD., and the Counter-respondent, FRANK S. ESPOSITO appearing in open court and by THOMAS SKRYD, his attorney, and the court having heard the testimony and evidence of the Counter-Petitioner in support of the Petition for Dissolution of Marriage, (a certificate of which is attached hereto and filed herein), and the Court being fully advised in the premises, FINDS:

1. That the Court has jurisdiction of the parties and the subject matter;

Show no rights, both arguing

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2. That the Counter-Petitioner at the time of filing of said Petition was domiciled in the State of Illinois, and said domicile has been maintained for ninety (90) days prior to the findings herein;

3. That the parties were lawfully married at Berwyn, County of Cook, Illinois on December 12, 1959 and said Certificate was registered in Cook County, Illinois;

4. That two children were born as a result of this marriage, namely FRANK JR., now twenty-three (23) years of age, and GINA MARIE, now fourteen (14) years of age;

5. That no children were adopted by the parties as a result of their marriage and the Counter-Petitioner is not now pregnant;

6. That the Counter-Petitioner is 43 years of age, is employed at Dominick's Finer Foods, Westchester, Illinois, earns 1000⁰⁰ per net and resides at 1729 South Scoville Ave., Berwyn, Illinois;

7. That the Counter-Respondent is 44 years of age and is employed as a bricklayer and earns approximately \$22,000.00 gross per year and resides at 1440 S. Austin Blvd., Cicero, Illinois;

8. That irreconcilable differences have arisen between the parties which has caused the irretrievable breakdown of the marriage, and that the parties have been separated for a period of time exceeding six (6) months; and the parties have stipulated to waive the two year separation requirement provided by the Illinois Marriage and Dissolution Act;

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9. That the parties have entered into a certain Property Settlement Agreement, dated October 25th, 1985, fully settling and disposing of the issues of maintenance and support of the parties, child custody and support, and the disposition of the property, both marital and non-marital, which has been acquired by the parties, of which the Court has been apprised and which the Court finds has been entered into voluntarily, and is fair and equitable in its terms and provisions and should be approved by the Court.

THEREFORE, by virtue of the Statute of the State of Illinois, and on Motion of said attorneys for Counter-Petitioner, it is the Judgment of this Court, and IT IS HEREBY ORDERED:

A. That the bonds of matrimony heretofore existing between the Counter-Petitioner, FRANCINE M. ESPOSITO and the Counter-Respondent, FRANK S. ESPOSITO be dissolved as to both parties;

B. That the written Property Settlement Agreement, dated October 30th, 1985 is hereby incorporated into and made a part of this Judgment for Dissolution of Marriage, which Agreement is attached hereto and made a part hereof;

C. That the Counter-Petitioner and the Counter-Respondent are ordered and directed to execute, carry out and perform all the terms, provisions and conditions of this Judgment for Dissolution of Marriage;

D. That the Court retains jurisdiction for the purpose of enforcing each and all of the terms and provisions of this Judgment for Dissolution of Marriage;

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ENTER:

JUDGE

DATED:

ENTERED
 CLERK OF THE CIRCUIT COURT
 MORGAN M. FINLEY
 OCT 31 1985
 JUDGE
 LOUIS J. HYDE
 DEPUTY CLERK

#12751
 GERALD M. SACHS & ASSOCIATES, LTD.
 Attorneys for Counter-Petitioner
 159 N. Dearborn
 Chicago, IL 60601
 332-1787

ACCEPTED AND APPROVED:

Francine M. Esposito
 FRANCINE M. ESPOSITO

Frank S. Esposito
 FRANK S. ESPOSITO

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS OFFICE IS OPEN FROM 9:00 A.M. TO 5:00 P.M.

EXCEPT ON THURSDAY, WHEN IT IS OPEN UNTIL 12:00 P.M.

COOK COUNTY CLERK'S OFFICE

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 2/28/89

Amelia Pucinski

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

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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)
)
 FRANCINE M. ESPOSITO)
)
 Petitioner,)
 and) NO. 84 D 9778
)
 FRANK S. ESPOSITO)
)
 Respondent.)

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 28th day of October, 1985, at Cook County, Illinois, by and between FRANCINE M. ESPOSITO, (hereinafter referred to as "Wife"), residing in Cook County, Illinois and FRANK S. ESPOSITO, (hereinafter referred to as "Husband"), residing in Cook County, Illinois.

RECITALS:

1. The parties were lawfully married at Berwyn, Cook County, Illinois on December 12, 1959.
2. That two (2) children were born to the parties as a result of the marriage, namely, FRANK JR., now twenty-three (23) years of age, and GINA MARIE, now fourteen (14) years of age, and the Wife is not now pregnant.
3. That irreconcilable differences have arisen between the parties, as a result of which they separated and now live separate and apart; and that suit has been filed in the Circuit Court of Cook County, Illinois, entitled In Re: The Marriage of ESPOSITO, Number 84 D 9778, which is pending at this time.

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4. That on or about October 23, the date parties separated and ceased to live as Husband and Wife, and subsequent thereto, the parties divided between themselves the furniture and furnishings in the marital residence, all cash in the bank accounts standing in the name of the parties as joint tenants and various credit cards standing in the name of and used by one or both parties during the course of the marriage.

5. That the parties consider it to their best interests to fully settle any and all rights of property, other rights growing out of the marital or any other relationship now or previously existing between them, and to settle any rights which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

6. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other, and that each has been fully informed of his and her respective rights in the premises.

7. That the Wife has employed and had the benefit of the counsel of MICHAEL E. POWERS of GERALD M. SACHS & ASSOCIATES, LTD., as her attorney. The Husband has employed and had the benefit of counsel of THOMAS J. SKRYD as his attorney.

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NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

AGREEMENT

ARTICLE I

Right of Action

This Agreement is not one to obtain or stimulate a Dissolution of Marriage but shall be effective only in the event a Judgment for Dissolution of Marriage is entered herein.

ARTICLE II

Marital Maintenance

1. The Husband shall pay to the Wife as and for marital maintenance, the sum of TWO HUNDRED SEVENTY (\$270.00) DOLLARS per month. Said maintenance payments shall commence for the month of November, 1985, and shall be paid each and every month thereafter and shall terminate upon the first to occur of one of the following events:

1. The death of the Wife;
2. The sale of the marital residence pursuant to Article VIII herein.

It is the intention of the parties hereto, that all payments made by Husband to Wife pursuant to this paragraph shall be fully deductible by the Husband and shall be declared completely as income by the Wife, for the purposes of filing federal and state income tax returns for 1985 and subsequent years.

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2. The Husband shall waive any and all rights in and to marital maintenance, past, present and future.

ARTICLE III

Child Custody, Visitation and Child Support

1. That the Wife shall be granted the sole care, custody, control and education of the minor child, GINA MARIE, of the parties. The Husband shall be granted the right to reasonable and liberal visitation with the minor child upon reasonable notice to the Wife.

2. Both parties will use their best efforts to foster the respect, love and affection of the child towards each parent and shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation to accommodate the social and school commitments of the child.

3. Both parties shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment, the phone numbers of their places of employment and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

4. The Wife shall advise the Husband of any serious illness or injury suffered by the child as soon as possible after learning of same. The Wife shall direct all doctors involved in

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the care and treatment of the child to give the Husband all information regarding any illness or injury if the Husband requests same.

5. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the environment in which the child is being raised or in the conduct of the custodial parent which would seriously endanger the child's physical, mental or emotional health.

6. Commencing with the entry of the Judgment for Dissolution of Marriage, that the Husband shall pay ^{directly} to the Wife ^{and NOT} through the Clerk of the Circuit Court of Cook County, Illinois, the sum of ONE HUNDRED (\$100.00) DOLLARS every week as and for support of the minor child of the parties.

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7. The Husband's obligation to pay support shall continue until the minor child attains full emancipation as defined in Article VI of this Agreement.

8. That the Wife shall be granted the right to claim the minor child of the parties as a dependent deduction for the purpose of the filing of income tax returns for 1985 and subsequent years.

ARTICLE IV

Medical, Dental and Related Expenses of Minor Child

The ~~parties~~ ^{HUSBAND} shall maintain ~~their~~ ^{HIS} present medical insurance policies through ~~their~~ ^{HIS} respective employers for the benefit of the minor child. The Husband shall be solely responsible for all

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medical, dental and optical expenses rendered on behalf of the minor child and which are not covered by the parties medical insurance policies referred to above, including all "extraordinary" medical, dental and optical expenses incurred. In the event of any need for extraordinary medical, dental or optical care, not covered by the parties medical insurance policies, Wife shall consult with the Husband or vice versa before incurring those expenses, unless it is an emergency case where the minor child's life and health may be imperiled by the delay.

The Husband shall obtain and deposit with the Wife a copy of that insurance policy and any subsequent amendments affecting the extent of coverage thereunder.

The husband shall maintain a life insurance policy on his life and shall name the minor child as the irrevocable beneficiary in an amount not less than \$25,000.00. The Husband shall obtain and deposit with the Wife a copy of said policy and any subsequent amendments affecting the extent of coverage thereunder, and shall submit proof of payment of the premiums to the Wife on a semi-annual basis. Husband's obligation with respect to the life insurance shall terminate when the minor child attains full emancipation as defined in Article VI of this Agreement.

ARTICLE V

Educational Expenses of Children

The parties shall pay on the basis of and proportionate to their respective incomes, for the trade school or college or

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professional school educational expenses of the minor child. By "education expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority assessments and charges and round-trip transportation expenses between the trade school, college or professional school and the home of the child (if the child is in attendance at an out-of-town trade school, college or professional school), those round-trips not to exceed four (4) in any calendar year. The decisions affecting the education of said child, including the choice of trade school or college or professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child. This Article is predicated upon the parties' ability to contribute and the child's ability to attend the said school.

ARTICLE VI

Emancipation Event

With respect to the minor child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's obligations for the child as detailed in this Agreement shall terminate:

A. The child's reaching majority or completing high school education, whichever shall last occur;

B. The child's marriage;

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C. The child's having a permanent residence away from the permanent residence of the custodial parent. A residence at boarding school, camp, trade school, or high school is not to be deemed a residence away from the permanent resident of the custodial parent;

D. The child's death;

E. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation even by reason of that entry had not occurred;

F. The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete high school, shall not be deemed an emancipation event.

ARTICLE VII

Personal Property

Household Furniture and Furnishings

That the Wife is awarded and shall retain as her distributive share of the marital property, the furniture and furnishings resulting from the property division of the parties hereinbefore mentioned, including the living room furniture, color television, the bedroom set of the parties and the bedroom set of the minor child, and all clothing, jewelry, and personal effects in her possession, free and clear of any claims, lien, or interest of the Husband.

That the Husband is awarded as part of his distributive share of the marital property, the furniture and furnishings as a result of the division of the parties hereinbefore mentioned, and all clothing, jewelry, and personal effects in his possession, free and clear of any claims, lien, or interest of the Wife.

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Motor Vehicles

The Husband shall receive as his sole and separate property a certain 1971 Chevrolet Truck, free and clear of any claims of the Wife. The Husband shall be solely responsible for all expenses of said motor vehicle, including all indebtedness in the name of the Husband and/or Wife for the purchase of said motor vehicle.

The Wife shall receive as her sole and separate property a certain 1972 Ford automobile, free and clear of any claims of the Husband. The Wife shall be responsible for all expenses of said motor vehicle, including all indebtedness in the name of the Wife and/or Husband for the purchase of said automobile.

Bank Accounts

The Husband shall retain the cash from the bank accounts of the parties in his possession and control as a result of the division by the parties hereinbefore mentioned, free and clear of any claims of the Wife. The Wife shall waive any and all interest she may have in any bank accounts standing in the name of the Husband alone.

The Wife shall retain the cash from the bank accounts of the parties in her possession and control as a result of the division by the parties hereinbefore mentioned, free and clear of any claims of the Husband. The Husband shall waive any and all interest he may have in any bank accounts standing in the name of the Wife alone.

Pension, Retirement and/or Profit-Sharing Funds

The Wife shall waive any and all of her right, title and interest in and to any and all funds vested or to be vested in

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the Husband's pension, retirement, and/or profit-sharing plan or plans, or any other deferred compensation arrangement or plan presently or hereafter existing in which the Husband has or will have any interest, whether vested or otherwise, and said funds shall be the sole and exclusive property of the Husband.

The Husband shall waive any and all of his right, title and interest in and to any and all funds vested or to be vested in the Wife's pension, retirement and/or profit-sharing plan or plans, or any other deferred compensation arrangement or plan presently or hereafter existing in which the Wife has or will have any interest, whether vested or otherwise, and said funds shall be the sole and exclusive property of the Wife.

Credit Cards and Other Outstanding Obligations

1. The Husband shall retain the credit card(s) in his possession and control as a result of the division by the parties hereinbefore mentioned, free and clear of any claims of the Wife. The Husband shall be solely responsible for all expenses incurred or that will be incurred on said credit card(s) and shall hold the Wife harmless and indemnified against any of said obligations.

2. The Wife shall retain the credit card(s) in her possession and control as a result of the division by the parties hereinbefore mentioned, free and clear of any claims of the Husband. The Wife shall be responsible for all expenses incurred or that will be incurred on said credit card(s) and shall hold the Husband harmless and indemnified against any of said obligations.

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3. The Wife shall be solely responsible and liable for the debt owed to Evans Furs, in the amount of approximately \$400.00, and shall hold the Husband harmless and indemnified against said obligations.

ARTICLE VIII

Real Property

The marital residence located at 1228 S. Scoville, Berwyn, Illinois, is owned in joint tenancy by the parties. Said residence is legally described on Schedule "A" attached hereto, made a part hereof, and incorporated by reference herein.

1. The aforesaid residence shall be used as the primary residence of the Wife and minor child, Gina Marie. The Wife shall have sole and exclusive use and occupancy of said residence, and she shall be solely responsible for all payments to become due after the effective date of this Agreement on the existing mortgage with Fidelity Savings & Loan Association of Chicago; real estate taxes, utilities and usual monthly assessments, if any, saving and holding the Husband harmless with respect thereto. The Husband shall pay as they occur ~~the~~ ^{such as} ~~the~~ ^{parcels} ~~of~~ ^{fe.}

(1379) of all expenses which are related to: (a) necessary capital improvements; (b) necessary capital replacements and major appliances; (c) special assessments; and (d) repairs in excess of \$75.00. Except in cases of emergency, the Wife shall inform the Husband in advance regarding those expenditures for which the Husband is jointly liable, so that he may have the option of securing a lower bid therefore.

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2. The aforesaid residence shall be taken out of joint tenancy and be put into tenancy in common with each party retaining an undivided one-half (1/2) interest therein, and no conveyance shall be made by either party without the consent of the other, and shall be sold upon the first to occur of the following events:

- A. The minor child of the parties attaining emancipation, as defined in Article VI herein; or
- B. The decision of the Wife to sell the residence; or
- C. The Wife's remarriage or cohabitation with a member of the opposite sex.

The parties may extend this period by written agreement between them. In the event the Husband and Wife cannot agree on a sale price for the aforesaid residence, then the parties shall have the residence appraised, either by agreeing upon an appraiser or each appointing an appraiser and those appraisers shall agree upon a third appraiser who shall value the premises. The appraisal fee shall be paid for equally by the parties, and the appraised valuation shall be binding upon both of the parties.

3. The Wife may elect at any time to purchase the Husband's interest in said residence. In the event she elects to do so, the parties shall have the residence appraised, either by agreeing upon an appraiser or each appointing an appraiser and having those appraisers agree upon a third appraiser who shall value the premises. The appraised valuation shall be binding upon both of the parties. The parties shall deduct from the appraised value the total liens against said property and the

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usual pro-rations in sales of real estate, as defined in paragraph 5 of this Article, but without a broker's commission. Upon receiving payment for his then existing interest, the Husband agrees to convey to the Wife by a proper warranty deed all of his right, title and interest in and to said residence. The parties warrant that there are no liens or encumbrances against the marital residence with the exception of the existing first mortgage. The parties agree that they will not cause or suffer any other liens or encumbrances to be placed against said marital residence without the written consent of the other.

4. If the Wife does not elect to purchase the Husband's interest in said residence prior to or at the time of the first to occur of any of the events set forth in sub-paragraph 2 above, then the house shall be listed with a broker to be mutually agreed upon. If the parties are unable to agree upon a broker, the dispute shall be submitted to a court of competent jurisdiction to select a broker.

5. Each of the parties shall receive 50% of the net proceeds from the sale. "Net proceeds of sale" shall be defined as the gross sale price less liens and encumbrances, real estate commission, attorneys' fees, real estate transfer tax stamp, and other customary expenses incurred by reason of the sale of residential real estate. In addition, the Wife shall receive a credit for the reduction of the principal balance of the first mortgage from the date of this Agreement until the property is sold.

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6. In the event that the Husband is in arrears in the payments required to be made by him under Article II and III of this Agreement at the time of the sale of the marital residence, the Husband agrees that the amount of such arrears plus interest shall be paid to the Wife from his cost of all of the above repairs and improvements.

ARTICLE IX

Non-Marital Property

The Wife is awarded and assigned her non-marital property, and Husband is awarded and assigned his non-marital property.

ARTICLE X

Attorneys' Fees

The Husband shall pay to GERALD M. SACHS & ASSOCIATES, LTD., the sum of \$800.00 as and for his contribution toward the Wife's attorneys fees incurred in this matter. The Husband shall be responsible for his own attorneys fee incurred in this matter.

The Husband shall pay the sum of \$400.00 to GERALD M. SACHS & ASSOCIATES, LTD., at the time of the entry of the Judgment herein, and shall pay the balance of attorneys fees in the amount of \$400.00 in equal monthly installments payable in 30-60-90 days.

ARTICLE XI

General Provision

1. Each of the parties agrees that he or she will upon demand by the other, his or her heirs, executors, administrators or assigns, at any time hereafter, execute any and all

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instruments and documents as may be reasonably necessary to release his or her respective interest in any property, real, personal or mixed, belonging to the other, the intention being that the property provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

2. That except as otherwise provided, each of the parties does hereby forever relinquish, release, waive and quit claim to the other party all rights of dower and homestead and all other property rights and claims which he or she now or may hereafter have as husband, wife, widower, widow or otherwise, by reason of marital relationship now existing between the parties hereto under any present or future law of any State 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, and each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators or 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 of the rights relinquished under this paragraph, and further agrees that in the event that any such suit shall be commenced, this release, when pleaded shall constitute a complete defense to any such claim or suit so instituted; and each of the parties hereto further agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, executors, administrators, grantees,

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devises, or assigns, all such deeds, releases, other instruments, and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment, or extinguishment of such rights; provided, however, that nothing contained herein shall operate or be construed as a waiver or release by either party to the other of the obligation of the other party to comply with the provisions of this Agreement.

3. The parties hereto acknowledge to each other that each shall pay and hold the other free, harmless, and indemnified against all debts, liabilities and obligations of any kind or nature incurred by him or her individually, at any time prior to the signing of this Agreement.

4. The parties hereto acknowledge to each other that each has not, separate from the other, prior to the effective date of this Agreement, contracted any debt, charge or liability for which the other, his or her legal heirs, personal representatives, and assigns, or his, her or their respective property and estates, may now or hereafter become liable.

5. The parties hereto covenant that they will not any time after the effective date of this Agreement contract any debt or liability for which the other, his or her legal heirs, personal representatives, and assigns, or his, her, or their respective property and estates, shall or may hereafter become liable.

6. It is agreed between the parties hereto that any Judgment for Dissolution of Marriage entered pursuant to the terms of this Agreement shall expressly preclude modification of its terms, with the exception of maintenance payments provided in Article II herein.

F.R.

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7. In the event that either party hereto at any time hereafter obtains a Judgment for Dissolution of Marriage in the cause presently pending between them, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment, either directly or indirectly by reference, but in no event shall this Agreement or any of its terms be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending proceeding brought by the Wife and referred to hereinbefore. This Agreement shall become effective on the date that a Judgment of Dissolution of Marriage is entered.

The Court, upon and after the entry of a Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals this 20th day of October, 1985.

Subscribed and sworn to before me this 20th day of October, 1985.

Michael E. Pover
Notary Public

Francine M. Esposito
FRANCINE M. ESPOSITO

Subscribed and sworn to before me this 20th day of October, 1985.

[Signature]
Notary Public

Frank S. Esposito
FRANK S. ESPOSITO

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APPROVED AS TO FORM ONLY:



MICHAEL E. POWERS
One of the attorneys for
FRANCINE M. ESPOSITO



THOMAS S. ESPOSITO
One of the attorneys for
FRANK S. ESPOSITO

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1989 MAR -1 PM 12:25
CAROL MOSELEY BRAUN
REGISTRAR OF DEEDS

IDENTIFIED No.	Registers of Forensic Title CAROL MOSELEY BRAUN G.I.T.
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GREATER ILLINOIS
TITLE COMPANY
BOX 116
972866

Handwritten:
02/28/89
ONE (57)

Property of Cook County Clerk's Office

IDENTIFIED No.	Registers of Forensic Title CAROL MOSELEY BRAUN G.I.T.
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~~GREATER ILLINOIS
TITLE COMPANY
BOX 116
972866~~

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 2/28/89

Handwritten Signature:
A. J. P. [Signature]

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