

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF
BERNICE D. DOYLE,
Petitioner, *plaintiff*
v.
EMMETT J. DOYLE,
Respondent.

NO. 88 P. 8374

defendant

COPY

3778992

RELEASE (SATISFACTION) OF JUDGMENT

J. Clayton MacDonald, the Judgment creditor
(Judgment creditor) (assignee of record)

J. Clayton MacDonald, having received full satisfaction
(legal representative)

and payment, releases the judgment entered on March 7, 1989,
against defendant EMMETT J. DOYLE for
\$ 2,050.00 and costs.

March 9, 1989
(Address of Judgment Debtor)

J. Clayton MacDonald

Approved:
J. Clayton MacDonald
Attorney of record

Name J. Clayton MacDonald (#06315)
Attorney for Petitioner
Address 770 Lee Street
City Des Plaines, IL 60016
Telephone (312) 298-5030

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF

BERNICE D. DOYLE,

Petitioner, ~~plaintiff~~

v.

EMMETT J. DOYLE,

Respondent.

~~defendant~~

NO. ... 88 D 8324

RELEASE (SATISFACTION) OF JUDGMENT

BERNICE D. DOYLE

the

Judgment creditor

(Judgment creditor)

(assignee of record)

J. Clayton MacDonald

(legal representative)

, having received full satisfaction

and payment, releases the judgment entered on March 7, 19 89

against defendant EMMETT J. DOYLE

in the sum of \$ 75,000.00 and costs.

March 7th

19 89

(Address of Judgment Debtor)

Bernice D. Doyle

Bernice B. Donald

Approved:

J. Clayton Mac Donald
Attorney of record

Name J. Clayton MacDonald (#06315)

Attorney for Petitioner

Address 770 Lee Street

City Des Plaines, IL 60016

Telephone (312) 298-5030

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

Property of Cook County Clerk's Office

59 K 7-96 11 25

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF:)

BERNICE D. DOYLE,)

Petitioner,)

and)

EMMETT J. DOYLE,)

Respondent.)

No. 83 D 8324

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming to be heard upon the Petition for
Dissolution of Marriage of BERNICE D. DOYLE, Petitioner, and EMMETT
J. DOYLE, Respondent, the Petitioner appearing in her own proper
person and by J. CLAYTON MACDONALD, her attorney, and the Respondent,
EMMETT J. DOYLE, appearing in his own proper person and by JAMES P.
TATCOLES, his attorney; the Court having heard testimony and evidence
in support of said Petition for Dissolution of Marriage, and the
Court being fully advised in the facts and premises;

DOTH FIND:

1. That the Court has jurisdiction over the parties hereto
and the subject matter hereof.

Slowly by Court

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 7 0 9 9 2

2. That at the time of the findings herein, the parties hereto were domiciled and resided in the State of Illinois, County of Cook, for a period of over ninety (90) days.

3. That the parties were lawfully married on October 4, 1986 and that said marriage was registered in the City of Chicago, County of Cook and State of Illinois.

4. That no children were born to the parties as a result of their marriage; that no children were adopted by the parties as a result of their marriage; and that the Petitioner is not now pregnant.

5. That each of the parties wish to obtain a dissolution of marriage without having to prove that one or the other is at fault. That irreconcilable differences have arisen between the parties and the parties have agreed that they cannot reconcile and that future attempts at reconciliation would be fruitless and not in their best interests.

6. That the Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence, that the matters alleged therein are taken as confessed against the Defendant, and that a Judgment for Dissolution of Marriage should be entered herein.

7. That the parties hereto have entered into a Marital Settlement Agreement, which the Court has examined and finds is a fair, reasonable and equitable Agreement under the facts and circumstances of this case, which the Court does hereby approve, and that said Marital Settlement Agreement is as follows:

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

No. 06315

0 3 7 7 0 9 9 2

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF:

BERNICE D. DOYLE,

Petitioner,

and

No. 88 D 8324

EMMETT J. DOYLE,

Respondent.

A G R E E M E N T

THIS AGREEMENT made and entered this 1st day of
March, 1989, by and between EMMETT J. DOYLE,
(hereinafter referred to as "Husband") and BERNICE D. DOYLE,
(hereinafter referred to as "Wife").

W I T N E S S E T H:

A. The parties are Husband and Wife, lawfully married at
St. Cornelius Church in Chicago, Illinois, on October 4, 1980;

B. A Petition for Dissolution of Marriage was filed in
the Circuit Court of Cook County, Illinois, County Department,
Domestic Relations Division, being Case No. 88 D 8324. Said
case remains pending and undetermined; and

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 7 3 9 9 2

C. No children were born or adopted by the parties hereto and the Petitioner is not now pregnant; and

D. The parties, without any collusion as to said proceedings and without any intent to stimulate a dissolution of marriage, hereby consider it to their best interest to settle between themselves now and forever their respective rights of property, dower rights, rights to maintenance and support, and any and all other rights of property and otherwise growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any and all rights of any kind, nature and description 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 of every kind, nature and description, whether real, personal or mixed, 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; and

E. 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, and are fully advised as to their rights in relation thereto; and

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 consideration is hereby acknowledged, the parties hereto freely and voluntarily agree as follows:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ARTICLE I

03775992

RIGHT OF ACTION AND INCORPORATION OF RECITALS

1. The foregoing recitals are made a part of this Agreement.
2. This Agreement is not one to obtain or stimulate a dissolution of marriage.

ARTICLE II

WAIVER OF MAINTENANCE

1. The Husband and Wife hereby stipulate that each is able to be self-supporting through appropriate employment and/or through property ownership, including marital and non-marital property apportioned to him or her pursuant to this Agreement, to provide for his or her reasonable needs for maintenance and support. Accordingly, each party hereby waives, remises and releases any and all claims against the other for maintenance, alimony and spousal support, whether past, present or future, and the parties hereby stipulate that this Agreement, when effective, shall terminate and bar each party's right to receive maintenance, alimony or spousal support from the other, whether past, present or future.

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 5 / 7 3 9 9 2

ARTICLE III

PROPERTY SETTLEMENT

1. Real Property. The parties are joint owners of the real estate commonly known as 1031 Clark Lane, Des Plaines, Illinois and legally described on the attached rider made a part of and incorporated herein, said property being the marital residence (hereinafter referred to as "marital Residence").

The Husband hereby agrees to pay the Wife for her one-half interest in the marital residence, the sum of Seventy-five Thousand and no/100 Dollars (\$75,000.00) by certified check to be paid to the Wife upon entry of the Judgment for Dissolution of Marriage.

The Wife hereby agrees to deliver to the Husband concurrently with receipt of said payment and upon entry of the Judgment for Dissolution of Marriage, a Quit Claim Deed conveying all her right, title and interest in and to the marital residence to Husband subject to taxes and any other liens thereon which now exist or shall exist upon said property.

The Wife shall have the right to remain in the marital home until May 1, 1989.

2. Automobiles. The husband will transfer unto the wife any and all interest to his wife in the 1987 Oldsmobile automobile now in her possession. The wife shall transfer unto the husband any and all interest she may have in the 1987 Oldsmobile automobile now in his possession.

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

contributed by wife or her employer or both and whether contributions, profits, income, interest and principal, whether including but not limited to past, present and future deferred compensation, pension and profit sharing plans, if any, wife shall have the sole right, title and interest in her plans, except as otherwise provided herein.

husband's deferred compensation, pension or profit sharing right to participate, either directly or indirectly, in any and all claims of wife. wife waives any interest in or unvested, partially vested or fully vested, fee and clear of contributed by husband or his employer or both and whether contributions, profits, income, interest and principal, whether any, including but not limited to past, present and future his deferred compensation, pension and profit sharing plans, if husband shall have the sole right, title and interest in

5. ~~Deferred Compensation, Pension and Profit Sharing Plans.~~ property of the husband.

all the items listed on the attached schedule B shall become the attached schedule A shall become the property of the wife and furnishings, appliances and household articles listed on the

4. ~~Personal Property.~~ All of the furniture, shall remain as his or her individual property.

3. ~~Bank Accounts.~~ Any and all bank accounts standing in the name of each of the parties as of the date of this Agreement

2668723

UNOFFICIAL COPY

Property of Cook County Clerk's Office

otherwise.

whatsoever, hereafter incurred by him for necessities or debts, liabilities and obligations, of any kind or nature also shall hold wife free, harmless and indemnified against all the benefit of himself, for necessities or otherwise. Husband every kind and nature whatsoever which were incurred by him for indemnified against all debts, liabilities and obligations of 2. Husband shall save and hold wife free, harmless and

incurred by her for necessities or otherwise.

obligations, of any kind or nature whatsoever, hereafter harmless and indemnified against all debts, liabilities and necessities or otherwise. Wife also shall hold husband free, every kind and nature whatsoever which were incurred by her for indemnified against all debts, liabilities and obligations of 1. Wife shall save and hold husband free, harmless and

DEBTS AND OBLIGATIONS

ARTICLE IV

except as otherwise provided herein.

Wife's deferred compensation, pension or profit sharing plans, or right to participate, either directly or indirectly, in any and all claims of husband. Husband waives any interest in unvested, partially vested or fully vested, free and clear of

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

of purposes of this agreement or to release his or her
 reasonably necessary to effectuate any of the above provisions
 deliver any and all instruments and documents as may be
 administrators at any time hereafter, execute, acknowledge and
 upon demand by the other, his or her heirs, executors or
 Each of the parties hereto agrees that he or she will,
 royalties, bonds, stocks and securities,
 estate, interest as beneficiaries of trusts, bank balances,
 agreement, including in said property all choses in action, real
 or under his or her respective control upon the date of this
 each and all of the property in his or her respective possession
 exclusive rights, title and interest, respectively in and to
 agree that each such party shall have and retain sole and
 in the agreement, each of the parties hereto covenants and
 1. Execution of Documents. Except as otherwise provided

Property of Cook County Clerk's Office

3778992

GENERAL PROVISIONS

ARTICLE VI

Husband shall pay to J. Clayton Macdonald as and for
 attorney's fees for wife the amount of Two Thousand and no/100
 Dollars (\$2,000.00), payable upon entry of the judgment herein.

ATTORNEY'S FEES

ARTICLE V

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03778992

respective interests in any property (real or personal) belonging to the other; the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

2. Amendment and Construction. This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective or in any manner modify or waive any terms or conditions of this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or Wife and entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification.

3. Mutual Release. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise,

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03773992

by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal, or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement.

4. Incorporation of Agreement. In the event the parties at any time hereafter obtain a dissolution of marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such judgment for dissolution of marriage, either directly or by reference, and upon entry of said judgment this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case referred to hereinbefore. The court on entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be

3778992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03773922

binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

5. Headings. The headings set forth at the beginning of each section of the Agreement are for convenience only and shall not be used in interpreting the text of the section in which they appear.

6. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

3778392

James Doyle
HUSBAND

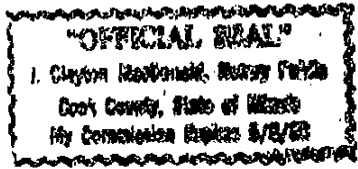
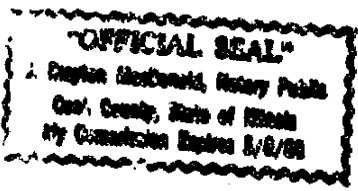
Bernice Doyle
WIFE

SUBSCRIBED and SWORN to
before me this 7th day
of March, 1989.

SUBSCRIBED and SWORN to
before me this 6th day
of March, 1989.

Clayton Mac Donald
NOTARY PUBLIC

Clayton Mac Donald
NOTARY PUBLIC



UNOFFICIAL COPY

Property of Cook County Clerk's Office

CLERK OF COURT
COUNTY OF COOK
JAN 10 2011 10:00 AM
COURT HOUSE
100 N. LA SALLE ST.
CHICAGO, IL 60602

CLERK OF COURT
COUNTY OF COOK
JAN 10 2011 10:00 AM
COURT HOUSE
100 N. LA SALLE ST.
CHICAGO, IL 60602

UNOFFICIAL COPY

0 3 7 7 0 9 9 2

RIDER

REAL ESTATE

Address: 1031 Clark Lane,
Des Plaines, Illinois 60016

Legal

LOT SIXTEEN (16) in Block Twenty Four (24), in Waycinden Park, being a subdivision in the North Half (1/2) of Section 24, 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 10, 1957, as Document Number 1763126 and re-registered December 10, 1957, as Document Number 1772965.

PIN: 08-24-212-003

Office of Cook County Clerk's Office

377838

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03773992

SCHEDULE A

BERNICE D. DOYLE

1. Master Bedroom Set, including bed mattress, night table, mirror and 2 dressers.
2. Master Bedroom Curtains and Bedspread.
3. Dishes and one half of wine glasses.
4. Master Bedroom Dresser Lamps.
5. Microwave.
6. Sofa and Love Seat, 5 Living Room Tables, Living Room Lamps (2 table, 1 floor).
7. Kitchen Set, including table and 6 chairs with pads.
8. Wedding gifts received from her family and friends.
9. All personal belongings, including clothing.
10. Living Room Pictures.
11. One half of miscellaneous household supplies.

03773992

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 7 3 9 9 2

SCHEDULE B

ENNETT J. DOYLE

1. Dining Room Set, including table with 4 leaves, 6 chairs, china buffet and hutch.
2. Entertainment Center.
3. Guest Room Curtains and Office Drapes.
4. One half of wine glasses, Kitchen Mirror, Snow Blower, Leaf Trasher, Rug in Guest Room, Down Pillows, Small Glass Dresser Lamp (Guest Room), and Safety Box.
5. RCA 27" Color TV, 2 Blue Living Room Chairs, Living and Dining Room Curtains and Drapes, Living Room Magazine Table, Kitchen Curtains, Guest Room Curtains, Fruit Decorative Plates in Kitchen.
6. Wedding gifts received from her family and friends.
7. All personal belongings, including clothing.
8. One half of miscellaneous household supplies.

3776992

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03770372

That the Court has examined the above Marital Settlement Agreement and hereby approves the same.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority therein vested, DOETH ORDER, ADJUDGE AND DECREE as follows:

A. The parties hereto are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, BERNICE D. DOYLE, and the Respondent, EMMETT J. DOYLE, be and the same are hereby dissolved as to both parties.

B. That the Petitioner, BERNICE D. DOYLE, be and is hereby forever barred from receiving maintenance, dower or any other interest in or to the property of the Respondent, EMMETT J. DOYLE.

C. That the Respondent, EMMETT J. DOYLE, be and is forever barred from receiving maintenance, dower, or any other interest in or to the property of the Petitioner, BERNICE D. DOYLE.

D. That the Marital Settlement Agreement set forth hereinabove be and the same is hereby approved and incorporated into this Judgmental section of this Judgment Order for Dissolution of Marriage, the same as if each and every provision thereof were fully spelled out herein, and that each of the parties hereto be and are hereby ordered to perform all the terms, conditions and obligations undertaken by him or her under the above Marital Settlement Agreement.

3778892

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 3 7 7 8 9 9 2

E. That the Petitioner, BERNICE D. DOYLE, is hereby granted permission to resume her former name of BERNICE B. DENDOR.

F. That this Court shall retain jurisdiction of this matter for purposes of enforcing the terms of this Judgment for Dissolution of Marriage.

DATED: _____

ENTER: _____



APPROVED: _____

APPROVED: _____

Bernice D. Doyle
BERNICE D. DOYLE

Emmett J. Doyle
EMMETT J. DOYLE

Property of Cook County Clerk's Office

3775992

J. CLAYTON MacDONALD
Attorney No. 05315
MacDONALD and MacDONALD
272 Lee Street
Des Plaines, IL 60016
(312) 298-5030

COOK COUNTY CLERK'S OFFICE
JUDICIAL BRANCH
100 N. LAKE STREET
CHICAGO, ILLINOIS 60601
TELEPHONE (312) 309-3000

UNOFFICIAL COPY

Handwritten initials and numbers: 37089992

89 MAR 13 PM 4: 03
CAROL MIDDLEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED
NO. 37789992
REGISTRAR OF TITLES
CAROL MIDDLEY BRAUN
37789992

JAMES P. TARDOLLES
33 N. LA SALLE
CHICAGO, ILLINOIS 60602
312-782-1999

Property of Cook County Clerk's Office

IF RECEIVED CENTER THE ABOVE TO BE CORRECT.

DATE 3-9-89

Handwritten signature: *Carolee Braum*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY

THIS ORDER IS THE COMMAND OF THE CIRCUIT

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

PENALTY ON THE LAW