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AFIDAVIT OF PAYMENT

STATE OF WISCONSIN }
 } ss.
COUNTY OF DEAUWEN }
 }

I, KRISTINE R. MCNERNEY, a/k/a KRISTINE R. LINDSAY, after being sworn on oath state that:

1. I was previously married to MICHAEL D. MCNERNEY.
2. On November 30, 1982, a Judgment for Dissolution of Marriage was entered by the Honorable Judge Benjamin J. Koster, Case No. 82 D 10693, dissolving my marriage to MICHAEL D. MCNERNEY.
3. Pursuant to the terms of the Dissolution Judgment, Section Y - Property Settlement, I have been paid in full (\$8000.00) by MICHAEL D. MCNERNEY.
4. Pursuant to the terms of Section F of the Dissolution Judgment, I have conveyed by Quit Claim Deed to MICHAEL D. MCNERNEY the property described as:

The marital residence located at 670 Western Street, Hoffman Estates, Cook County, Illinois and legally described as follows:

Lot Twenty Six (26) in Block 108 in Hoffman Estates VIII, being a subdivision of part of the South East Quarter (1/4) of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 3, 1959, as Document # 1852967.

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5. This Quit Claim Deed was executed on October 25, 1989 after I was paid in full by MICHAEL D. MCNERNEY pursuant to the terms of the Dissolution Judgment, Section F-Property Settlement.

I further state that I make this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue the Torrens Certificate free and clear of all possible liens.

Kristine R. Lindsey
KRISTINE R. MCNERNEY D/K/S
KRISTINE R. LINDSEY

Subscribed and sworn to before me this 1 day of March, 1989.

[Signature]
Notary Public

Prepared by:
HYATT LEGAL SERVICES
1081 North Salem Drive
Schaumburg Illinois 60194
(312) 497-199

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STATE OF ILLINOIS
COUNTY OF DU PAGE

ss.

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

IN RE THE MARRIAGE OF:

KRISTINE McNERNEY,

Petitioner,

and

MICHAEL D. McNERNEY,

Respondent.

No. 82 B 10691

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause now coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner, KRISTINE McNERNEY, and the Response thereto of the Respondent, MICHAEL D. McNERNEY, and the stipulation of the parties hereto by their respective attorneys that the above entitled case may come on for immediate hearing upon the said Petition for Dissolution of Marriage of the Petitioner and the Response thereto of the Respondent; and the Petitioner appearing in open Court in her own proper person and by CARL A. CHAMPAGNE, her attorney, and the Respondent appearing in open Court in his own proper person and by STEPHEN LEVY, his attorney; and the Court hearing the testimony of the Petitioner duly sworn and examined in open Court in support of the allegations and charges contained in her Petition for Dissolution of Marriage and the Court considering all of the evidence (a certificate of evidence having been duly signed and sealed is filed herein and made a part

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hersof), and now being fully advised in the premises, FINDS:

1. This Court has jurisdiction of the parties hereto and of the subject matter in that one or both of the parties hereto have resided in the State of Illinois for a period of more than ninety days.

2. Petitioner and Respondent were lawfully married on December 21, 1969, and said marriage is registered at Chicago, Cook County, Illinois.

3. The children were born to the parties as a result of this marriage, namely: SHANNON, born March 5, 1970 and MICHAEL, JR. born April 29, 1975. No children were adopted by the parties, and the Petitioner is not now pregnant.

4. During the marriage of the parties, the Respondent has been guilty of mental cruelty, without cause or provocation by the Petitioner.

5. Petitioner and Respondent have entered into an oral agreement, settling, adjusting and determining the rights and claims of the Petitioner in and to maintenance from Respondent, the support and custody of the parties' minor children, and settling between themselves, now and forever, the marital and non-marital property rights and all other respective rights of the parties arising from said marriage. Said agreement has been presented to the Court through the testimony of the Petitioner and is as follows:

A. JOINT CUSTODY:

1. The minor children, SHANNON and MICHAEL, JR., are 12 and 7 years of age respectively, and the parties have carefully

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weighed and considered the question of their custody. In doing so, they have been guided solely by considerations touching upon the children's welfare. The parties mutually acknowledge that each is now a fit and proper person to have the care, custody, and control of the minor children, and accordingly, the parties agree they shall have joint custody. Actual physical custody, however, shall be with the Husband subject to the right of Wife to visit with said children, or either of them, and/or have both, or either of them with her at all reasonable times as may be convenient for the parties and in the best interests of the minor children.

2. In regard to the right of Wife to reasonably visit with the minor children each of the parties herewith promises to exercise the utmost good faith and to consent to all reasonable requests and demands made by the other party in connection with the exercise of visitation, and each acknowledges that it is in the best interests of the minor children that both parents instill and generate an affection on the part of the minor children for the parents, and, in order to accomplish this, it is necessary that each party assume the responsibility of frequent association with and attention to the children and further, that each party refrain from making any insulting, derogatory or deprecatory remarks or comments about the other to or in the presence of the minor children, or either of them.

3. The custody and control of the children shall also be subject to the following:

(a) The Wife shall give the Husband adequate and timely written notice of her intention to

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exercise visitation or vacations that will be for extended periods of time, or over one week. Reasonable visitation as above referred to, shall include overnight visitation that is reasonable and convenient to the parties and the children. In the event the parties cannot agree as to what is considered reasonable for these purposes, the matter shall be submitted to a Court for determination and specific guidelines.

(b) The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education and upbringing with a view toward arriving at a harmonious policy, calculated to promote the children's best interests and not with a view toward the personal desires of the parties.

(c) The residence of the children, or either of them, shall at all times be known to both parties, and each party shall immediately notify the other of any illness or other emergency that may arise while the children, or either of them, are in his or her custody.

D. CHILD SUPPORT: The parties agree that the Husband shall provide all support for the minor children. The Wife's obligation for child support is reserved.

The Husband shall be entitled to claim the two minor children as dependency exemptions for income tax purposes.

C. COLLEGE EDUCATION: The parties agree that they will contribute to the best of their financial ability toward the college education expenses for the minor children.

D. LIFE INSURANCE: The Husband presently carries a \$50,000.00 life insurance policy on his life through his employment, and he agrees to provide for the minor children to be the sole and exclusive beneficiaries under said policy until their majority or completion of college education, whichever comes later, and he shall not borrow against said policy.

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E. MAINTENANCE: Husband and Wife agree to reciprocally waive and release any and all right either of them have to claim maintenance from the other, hereby intending to waive and release any and all right which either of them might now or hereafter have in the nature of maintenance or common law alimony.

F. PROPERTY SETTLEMENT: The parties agree that in consideration for the Wife's waiver of maintenance as well as all her right, title and interest in pay, and all property being conveyed or transferred to the Husband by the terms of this agreement, the Husband agrees to pay to the Wife the sum of \$8,000.00 to be paid in monthly installments of \$200.00. It is hereby acknowledged that the Wife has already received a payment of \$200.00, leaving a present balance due as of November 1, 1962 of \$7,800.00. Said payments shall be made on the first day of each month beginning November 1, 1962 and continuing each month thereafter until said amount is fully paid.

The Wife agrees to convey to the Husband as his sole property the following:

1. The marital residence located at 620 Western Street, Hoffman Estates, Cook County, Illinois, and legally described as follows:

Lot Twenty Six (26) in Block 103 in Hoffman Estates VIII, being a Subdivision of part of the South East Quarter (4) of Section 16, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 3, 1959, as Document # 1652967.

2. Two parcels of real estate located in Michigan,

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and legally described as follows:

a. Beginning at a point 534 feet North of the Southwest corner of the Southwest Quarter of Section 26, Township 46 North, Range 23 West; thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the place of beginning.

b. All that part of the Southwest quarter of the Southwest quarter of Section 26, Township 46 North, Range 23 West, described as follows:

The North 100 feet of the South 534 feet of the West 100 feet, and all that part of the SW 1/4 of SW 1/4 lying West of a line drawn 654 feet East of the West line of said SW 1/4 of SW 1/4 and South of a line drawn 654 feet North of the South line of the SW 1/4 of SW 1/4, except the North 100 feet of the South 654 feet of the West 100 feet thereof and except the West 100 feet of the South 234 feet thereof.

3. Household furniture, furnishings and pictures situated in the marital residence presently in the Husband's possession with the exception of all those items of property that were located in the attic of the marital residence on the date of separation of the parties, including but not limited to school books, dishes from Wife's grandparents, winter clothes, sewing articles, girl scout troop articles and a game table in addition to all personal effects of the Wife situated anywhere in the marital residence including but not limited to clothing and jewelry, which shall be the sole property of the Wife.

4. The 1982 Cadillac automobile. The Wife shall keep and retain as her sole property the 1982 Cougar.

The Wife shall execute a Quit Claim Deed to the above stated real estate to be delivered to an escrowee who shall be chosen by agreement of the parties. The escrowee shall hold said Quit Claim Deeds until full payment of the Husband's obligation of the property settlement herein, after which said Quit Claim Deeds shall be delivered to the Husband.

The Wife shall execute an assignment of title conveying

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the 1982 Cadillac automobile to the Husband.

The Husband agrees to hold the Wife harmless and indemnified against all outstanding debts and obligations in connection with all of the above stated real estate and the Cadillac automobile.

G. BANK ACCOUNTS: Each party shall keep and retain as their sole and individual property, any and all bank accounts existing in their individual name.

H. DEBTS AND OBLIGATIONS: The Husband shall be responsible to pay and shall save and hold the Wife harmless and indemnified against all debts and obligations incurred prior to the date of separation, to wit: June 1, 1982, including but not limited to the following:

1. Husband's government education loan of approximately \$2,000.00.

2. Michigan real estate loan from bank of Elk Grove in the approximate amount of \$4,000.00.

3. Freedom Finance Company loan of approximately \$4,000.00.

4. General Motors Acceptance Corporation automobile loan for the 1982 Cadillac in the approximate amount of \$10,000.00.

5. First mortgage on the marital residence in the approximate amount of \$66,000.00.

6. Household bills and J. C. Penney's, Sears and Crawford Department stores of approximately \$1,000.00.

I. INCOME TAX RETURNS: Wife agrees to join the Husband in filing a joint income tax return and any amendments for the years 1981 and prior.

J. ATTORNEY'S FEES: The parties agree they will each pay and be responsible for their own attorneys' fees.

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K. MISCELLANEOUS:

1. The parties agree that the wife may resume her maiden name of WIRSEN.

2. The parties hereto agree that the contents of this Agreement and all of the provisions hereof are made in full satisfaction of any and all rights of any nature which either may claim against the other and that the contents of this Agreement and its various provisions are interdependent and shall not henceforth be subject to the power of any court to alter or amend the terms thereof.

3. Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of the said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To

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further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate the Judge or Associate Judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all documents in the place and stead of the party so obligated.

4. 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 quit claim and grant to the other, his or her heirs, personal representatives and assigns, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relationship 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, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree to execute, acknowledge and deliver at the request of the

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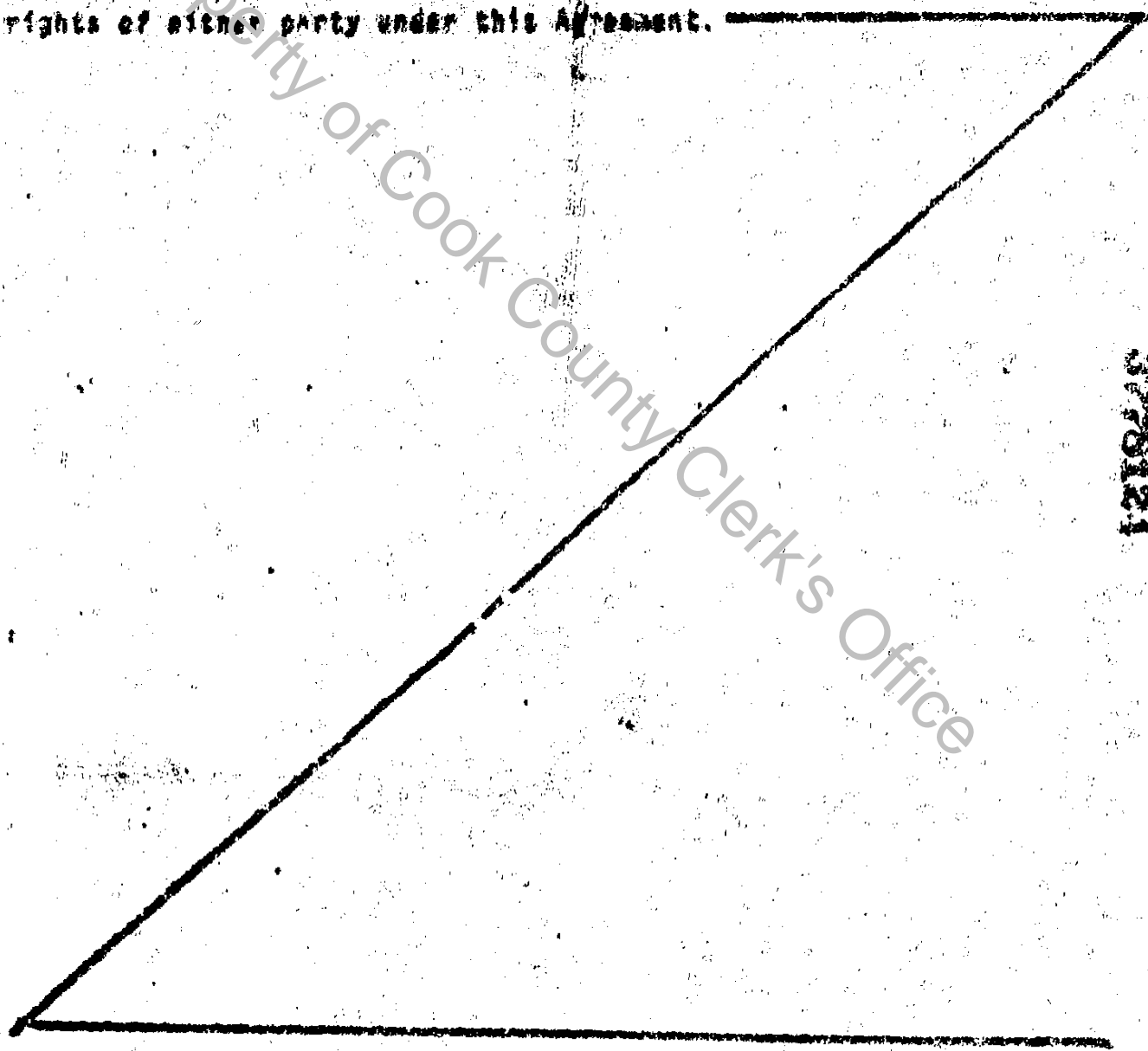
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other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to affect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this Agreement, or the rights of either party under this Agreement.



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And the Court having examined the agreement and been advised of the circumstances of the parties, FINDS that said agreement is fair and equitable under the circumstances, and that said agreement and all of its provisions merits the approval of the Court and should be incorporated into this Judgment.

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

A. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, KRISTINE McNERNEY, and the Respondent, MICHAEL McNERNEY, are hereby dissolved.

B. That the oral settlement agreement between the parties hereto and all of its provisions be and they are hereby expressly ratified, approved, confirmed and adopted as the order of this Court, with the same full force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; and that said agreement and all of its provisions are hereby incorporated into this Judgment, and the parties hereto and each of them are hereby ordered and directed to comply fully with the terms thereof.

C. Both parties are forever barred from receiving maintenance, past, present and future.

D. 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.

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E. That the Petitioner is granted the right to resume the use of her maiden name of KRISTINE NERSEN.

F. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the agreement entered into between the parties hereto on October 26, 1982, as hereinabove set forth.

DATED: 11/30/82

APPROVED:

PETITIONER

Attorney for Petitioner

[Handwritten signature]
PETITIONER
[Handwritten signature]
Attorney for Respondent
PETITIONER

ENTER:

ENTERED
CLERK OF THE CIRCUIT COURT
JANUARY 1982
NOV 30 1982
JUDGE BENJAMIN J. WALTER
DEPUTY CLERK

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CARL A. CHARRAGNE
Attorney for Petitioner
100 West Monroe Street
Chicago, Illinois 60603

(312) 726-3248

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CAROL ROSELEY BRAIN
REGISTRAR OF DEEDS

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Hyatt Legal Services
1081 N. Salem Dr.
Schaumburg, IL 60194

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 12-6-88

Aurilia 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