Sorie #20

Certificate No. 985370 Document No. 3780800
Certificate No. 990000 Document No. 3780869
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached on the Certificate 985372 Indicated affecting the
on the Certificate 7850/6 Indicated affecting the
following described premises, to-wit:
·* Country *:
LOT PORTY FIVE(4)
In South Holland Highlands, being a Schdivision is the Northwest Quarter (1) of Section 27,
Town 38 North, Reage 14, East of the Third Principal Meridian.
Clark
7,
0,
Section 22 Township 36 North, Range 19 East of the
Third Principal Meridian, Cook County, Illinois.
2h- 2
2 21 62
CHICAGO, ILLINOIS 3-2/ 19 89.

378086

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

RE THE MARRIAGE OF

DARLENE C. SCHOENROCK

plaintiff

88 D 9927

WILLIAM GUSTAVE SCHOENROCK

RELEASE (SATISFACTION) OF JUDGMENT

RONALD BUIKEMA the	[judgment creditor and (judgment creditor) (susignee of record)
legal representative (legal representative)	having received full satisfaction
and payment, releases the judgment entered on	February 2
against defendant WILLIAM GUSTAVE SCHOE	NROCK for
\$ 800.00 yandrousts.	C/T/C
50 Maple Lane, Manteno, IL 60050 (Address of Judgment Debtor)	March 17
	· · · · · · · · · · · · · · · · · · ·
Ronald Buikema of	Approved: Attorney of record

JIKEMA, HISKES & DILLNER, LTD. Attorney for Plaintiff Address 16231 Wausau Avenue City South Holland, IL 60473 Telephone (312) 333-1234

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

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C. 18/5

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

IN RE THE MARRIAGE OF

DARLENE C. SCHOENROCK

No. 88D 9927

and

WILLIAM GUSTAVE SCHOENROCK

JUDGMENT FOR DISSOLUTION OF MARKIAGE

This cause coming on to be heard upon for Dissolution of Martiage of DARLENE C. SCHOENROCK and the Response thereto of Defendant, WILLIAM GUSTAVE SCHOENROCK, and Plaintiff, DARLENE C. SCHOENROCK, having appeared in open Court in her own proper person and by her ectorney, RONALD BUIKEMA, and the Defendant, WILLIAM GUSTAVE SCHOZNROCK, having appeared in open Court in his proper person, and by nic attorney, RANDAL WRAY, the Court having heard the lestimony of the Plaintiff duly sworn and examined in open Court, respecting the grounds for dissolution of the parties' marriage, as alleged in her Petition herein, and the Defendant not wishing to offer any evidence to rebut or otherwise contradict Plaintiff's testimony respecting the grounds for dissolution of the marriage, and both Plaintiff and Defendant having affirmed under oath their respective execution and understanding of the

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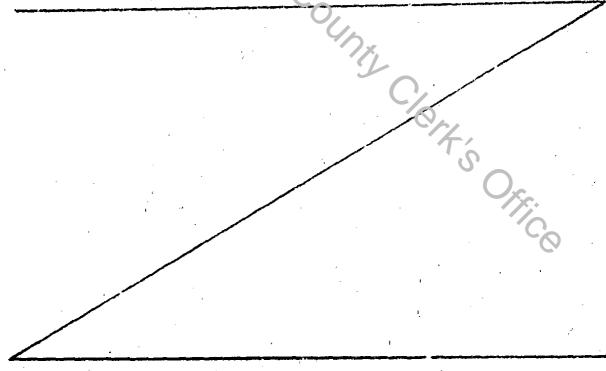
terms and provisions of a certain written Property Settlement Agreement entered into by and between them and as more fully set forth in the decretal portion of this Judgment, and the Court having considered all the evidence and now being otherwise fully advised in the premises, FINDS as follows:

- 2. That this Court has jurisdiction of the subject matter hereof and the parties hereto.
- 3. That the parties were lawfully joined in marriage on July 22, 1961, at Chicago, Illinois, and the marriage was registered in Cook, Illinois.
- 4. That three children were born to the parties as a result of said marriage, ramely BRIAN W. SCHOENROCK, RENEE SCHOENROCK and TODD SCHOENROCK, all of whom are emancipated. that no other children were adopted by the parties, and Plaintiff is not presently pregnant.
- 5. That Plaintiff, DARLENE . SCHOENROCK, is forty-seven years of age, and gainfully employed as a registered nurse, and her gross 1988 income was approximately \$20,000.
- 6. That Defendant, WILLIAM GUSTAVE SCHOENROCK, is fifty-seven years of age, presently employed as a banker, and earning approximately \$24,000 gross per year.
 - 7. That Plaintiff, DARLENE C. SCHOENROCK, has proven

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by a preponderance of the evidence that Defendant, WILLIAM GUSTAVE SCHOENROCK, has been guilty of extreme and repeated mental cruelty; all without reasonable cause or provocation on Plaintiff's part.

8. That Plaintiff and Defendant have entered into a written Property Settlement Agreement dated the lat day of Pebruary 1989 disposing, settling and determining their respective rights as to spousal maintenance, child support, apportionment of marital property, attorneys' fees, and her matters incidental to or arising out of their marital relationship. Said Property Settlement Agreement has been presented to this Court for its examination and approval and is in words and figures as follows:



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RBI Jr 2/1/89 #02558-000 FFICIAL COPY

AGREEMENT

This Agreement made and entered into this 1st day of February, 1989, at South Holland, Illinois, by and between DARLENE C. SCHOENROCK (hereinafter referred to as "Wife,") and WILLIAM GUSTAVE SCHOENROCK, (hereinafter referred to as "Busband.")

RECITALS

- A. The parties were lawfully married at Chicago, Cook County, Illinois, on July 22, 1961.
- B. Irreconcilative difficulties and differences have arisen between the parties, as a result of which they separated.
- C. Three children were born to the parties as the result of the marriage, namely BRIAN W. SCHOENROCK, RENEE L. SCHOENROCK and TODD SCHOENROCK, all of whom are emancipated; that no other children were adopted by the parties, and the Wife is not presently pregnant by the Husband.
- D. The Wife has filed against the Husband, a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 88D 9927. The case is entitled In Re The Marriage of DARLENE C. SCHOENROCK and WILLIAM GUSTAVE SCHOENROCK and that the case remains pending and undetermined.
 - E. The parties hereto consider it to their best

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interests to settle between themselves the questions of maintenance, support and to fully settle rights of property of the parties and 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, and all rights of every 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, 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.

- F. The Wife has employed and had the benefit of counsel of RONALD BUIKEMA, of the low firm of BUIKEMA, HISKES & DILLNER, LTD. as her attorneys. The Eusband has employed and had the benefit of counsel of RANDAL J. WRAY as his attorney.
- G. Each party 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.

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:

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ARTICLE I

Right of Action

- A. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.
- B. Wife reserves the right to prosecute any action for Dissolution of Marriage which she has brought or may hereafter bring and defend any action which may be commenced by Musband. Fusband reserves the right to prosecute any action for dissolution of marriage he may hereafter bring and defend any action which has been or may be commenced by Wife.

ARTICLE II

H/11tenance

A. Except as otherwise provided, Rusband and Wife acknowledge that each is in good physical and emotional health and that neither party suffers any disability or infirmity that prevents or limits their gainful employment. Accordingly, Wife and Rusband agree to waive any and all rights and claims each may hereafter assert against the other for spousal maintenance, alimony and support, and to advise any court of competent jurisdiction of their mutual desire that each be barred from any such permanent maintenance claims.

ARTICLE III

Property Settlement

A. Marital Home Status: Husband and Wife presently own, as joint tenants, a certain parcel of real estate known as

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the marital residence, located at 16215 State St., South Holland, Illinois, and legally described on Schedule "A" attached hereto.

- B. Right To Possession: That immediately upon entry of a Judgment for Dissolution of Marriage entered in this matter, Husband shall quit claim, assign or otherwise effectively convey to Wife, all of his right, title and interest in and to the premises commonly known as 16215 State St., South Holland, Illinois, and legally described on Schedule "A" appended to and made a part of this Agreement.
- C. On or before March 1, 1989 Husband shall vacate the premises commonly known as 16215 State St., South Holland, Illinois.

ARTICLE TV

Taxes

- A. The parties shall file a joint income tax return for 1988 and each party shall be responsible for one-half of any deficiency and, likewise, any refund shall be divided evenly.
- B. The parties shall each be 50% responsible for 1988, real estate taxes on the marital home. The Wife will receive a check for one-half of the 1988 estimated tax bill with a reproration of the bill when the final installment comes out in August of 1989. If the bill is less than the estimated amount, the Wife shall refund to the Husband his portion of the

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ever-payment. If the bill is more than the estimated amount, the Husband shall pay the wife 50% of said increase.

C. Apportionment of Marital Property:

- l. Husband shall retain all of the personal property presently in his possession as his sole and exclusive property. Wife shall retain all of the personal property presently in her possession as her sole and exclusive property.
- 2. Husband and Wife agree to divide the coin collections in the following manner: Husband shall retain one coin collection as his sole and exclusive property. Wife shall retain one coin collection as her sole and exclusive property. One coin collection shall be given the the youngest child of the parties, TODD SCHOENROCK.
- D. Wife shall retain all of her personal checking, savings and IRA accounts as her sold and exclusive property. Husband shall retain all of his personal checking, savings and IRA accounts as his sole and exclusive propercy.
- E. Wife agrees to pay to Husband the amount of Seventeen Thousand and No/100 (\$17,000.00) Dollars less the proration for real estate taxes on or before March 1, 1989.

F. Automobiles:

Wife shall retain the 1984 Chevrolet Celebrity automobile now in her possession as her sole and exclusive property. Husband shall retain the 1972 Ford Wagon now in his possession as his sole and exclusive property. That both

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parties agree to be solely and exclusively responsible for any and all chattel liens presently due on said automobiles, and each party shall hold the other free, harmless and indemnified from any and all payments thereunder. That both parties agree to execute the assignment of certificate of title or such affidavit as may be required by the Secretary of State of Illinois in order to transfer title to said vehicles to said parties.

ARTICLE V

Debts

A. That Busband and Wife agree to be responsible for their own credit card bills, debts and obligations incurred since their separation. That each party shall be solely responsible for said credit card bill, debt or obligation, and shall hold the other free, harmless and indemnified from payment thereon.

ARTICLE VI

Attorney's Fees

A. Husband agrees to pay Wife's attorney, BUIKEMA, HISKES & DILLNER, LTD, the sum of one Thousand and No/100 (\$2,000.00) Dollars as and for his contribution toward Wise's attorney's fees immediately upon entry of a Judgment for Dissolution of Marriage entered in this matter.

ARTICLE VII

A. Waiver of Rights in the Property of the Other

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Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each such party whall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property all choses and actions, real estate, interests as beneficiaries of trusts, bank balances, regulties, bonds, stocks and securities.

B. Execution of Documents

Each of the parties hereto agrees that he or she will, upon demand by the other, his or her heirs, executors or administrators, at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interest 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.

C. <u>Mutual and General Release</u>

To the fullest extent permitted by law, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights in dower, inheritance, descent,

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distribution, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow 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, 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, grantees, devisees or assigns, for the purpose of anforcing any or all the gights specified in and relinquished under this paragraph; the parties further "gree that in the event any suit shall be commenced, this release, when placed, shall be and constitute a complete defense to any such claim or suit so instituted by either party heleco; and the parties agree to execute, acknowledge and deliver et the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns any and all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such

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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 the provisions of this Agreement, or the rights of either party under this Agreement.

D. Acknowledgement of Full Disclosure

Both parties hereby specifically represent, and it is upon such sepresentation that this Agreement is entered into, that each of them has had this Agreement and the legal effect of each of the provisions hereof fully explained to him or her by his or her respective legal counsel, and that such legal counsel have participated in the drafting of this Agreement. This instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other respecting their income, assets and liabilities.

E. Inclusion of Agreement in Judgment

In the event either party hereto at any time hereafter obtains a Dissolution of Marriage, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference.

F. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

G. Neading

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The headings of each Article of this Agreement are for convenience only and are subordinate to the substance of the provisions in which they appear.

H. Construction of Agreement

The statutory and decisional law of the State of Illinois shall control the construction and enforcement of the terms and provisions of this Agreement. In the event a Court of competent junisdiction at any time hereafter holds invalid any term or provision of this Agreement, the remaining terms and provisions shall not be affected thereby and shall continue in full force and effect.

I. Approval of Freement by Court

In the event any Court of competent jurisdiction alters, changes, modifies or declines to approve any term or provision of this Agreement, then any pending proceeding before such court shall be suspended in order that Husband and Wife have an opportunity to consider the Court's Atteration, change or modification of this Agreement and, if necessary, renegotiate all or any part hereof.

IN WITNESS WHEREOF, DARLENE C. SCHOENROCK and WILLIAM GUSTAVE SCHOENROCK have hereunto set their respective hands and seals the day and year first above written.

WILLIAM GUSTAVE SCHOENROCK

DARLENE C. SCHOENROCK

BULKEMA, HISKES & DILLNER, LTD.
Attorneys for plaintiff
16231 Wausau Ave.
South Holland, IL 60473
(312) 333-1234
#80407

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9. Said Property Settlement Agreement has been introduced as Plaintiff's Exhibit No. 1 and the original thereof has been attached to and incorporated in the Judgment for Dissolution of Marriage herein. This Court finds that both parties have advised the Court that said Property Settlement Agreement and the provisions and terms contained therein are fair and equitable and that said Agreement was executed and affirmed by them with full knowledge of the legal consequence thereof and without coercion or pressure on the part of any person.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the ower and authority therein vested and the Statute in such case made and provided, DOTH ORDER, ADJUDGE AND DECREE, as follows:

- A. That a Judgment for Dissolution of Marriage be and the same is hereby awarded both of the parties hereto and, accordingly, the bonds of matrimony previously existing between Plaintiff, DARLENE C. SCHOENROCK, and Defendant, WILLIAM GUSTAVE SCHOENROCK, shall be and the same are hereby dissolved, extinguished and terminated, and the parties are and each of them is free from the obligation thereof.
- B. That the Property Settlement Agreement of the parties hereto, dated the lat day of February, 1989 is hereby approved, and said Agreement and all of its provisions and

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terms are incorporated into and made a part of this Judgment for Dissolution of Marriage.

C. That Plaintiff and Defendant are, and each of them is ORDERED, DIRECTED and DECREED to execute, carry out and perform all the terms and provisions and conditions of this Judgment and of the Agreement dated the 1st day of February, 1989 incorporated herein.

Statute or recognized in equity, this Court shall and it does hereby expressly reserve jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgment and of the Agreement dated the 1st day of February, 1989, Incorporated herein.

DATED: 2-2-89

ENTER:

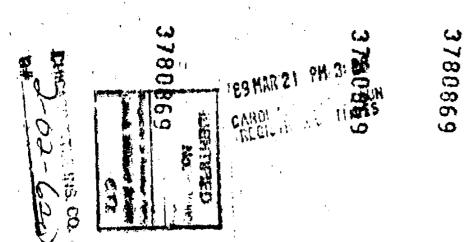
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JUDGE

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BUIKEMA, HISKES & DILLNER, LTD.
Attorneys for Plaintiff
16231 Wausau Avenue
South Holland, IL 60473
(312) 333-1294 21
Attorney No. 80407

AND PROBLEMS IN COME WHEN ARE REPORTED



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STATE OF COUNTY CONTROL THE ANDVE TO BE CONTROL.

CLERK OF THE CHICUIT COURT OF BOOK COUNTY, HAD

THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW