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Form #20

Certificate No. 1303332 Document No. 3016550

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1303332 Indicated affecting the
following described premises, to wit:

Lot 206 in Elk Ridge Villa Unit No.3, being a Subdivision in the
Southwest Quarter (1/4) of Section 14, and in the Southeast
Quarter (1/4) of Section 15, all in 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 August 30, 1962, as Document Number 2052946.

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08-14-305-005-0000

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 3-22-84

Frank J. Santoro

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SUSCRIBED AND SWORN TO
BEFORE ME THIS 30th DAY OF
June, 1989.
[Signature]
Notary Public

[Signature]

Scott M. Fisher

I, Scott H. Fisher, hereby warrant and represent that I have received full satisfaction and payment of the amount due and owing from David G. McCoy pursuant to paragraph 1 of article IV of the Judgment of Dissolution of Marriage entered on May, 7, 1987, in case number 84 D 15113.

SATISFACTION

[Handwritten mark]

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*W. L. ...
M. J. ...
C. J. ...*

Attest: MORGAN M. FINLEY, Clerk.

JAMES E. O'GRADY
RICHARD M. DALEY, Sheriff

RICHARD M. DALEY, State's Attorney

PRESENT: - The Honorable JAMES G. DONEGAN, Judge of the Circuit Court of Cook County.

PLEAS, before the Honorable JAMES G. DONEGAN one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said Court, at the Court House in said County, and State, on MAY 7th, in the year of our Lord, one thousand nine hundred and ELEVENTH of the United States of America, the two hundredth and

STATE OF ILLINOIS,
COUNTY OF COOK

UNITED STATES OF AMERICA

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602 87852

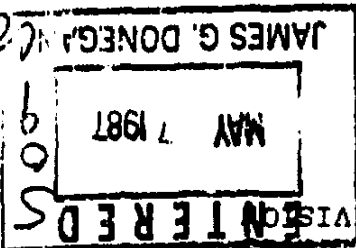
Judgment of Dissolution. This order is final. All issues in controversy have been resolved. 8001

THIS CAUSE coming on to be heard upon the duly verified Petition for Dissolution of Marriage of the Petitioner, the same having come on for hearing; the Petitioner, DAVID G. MCCOY, being present in open Court and being represented by his attorney, SCOTT M. FISHER; the Respondent, BARBARA J. MCCOY, having appeared in open Court personally and through her attorney, MORGAN, MARTUCCIO & TAMELING, an Order of Default by Stipulation having been entered herein; and the Court having considered all matters of record, including but not limited to, pleadings, admissions and stipulations of the parties, and the Court having heard the evidence adduced by the Petitioner in support of his said Petition, and being fully advised in the premises, DOETH FIND:

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF
DAVID G. MCCOY,
Petitioner,
and
BARBARA J. MCCOY,
Respondent.

No. 84 D 15013



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

STATE OF ILLINOIS)
SS.)
COUNTY OF COOK)

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

2. That the Petitioner and the Respondent were residing in the County of Cook and State of Illinois at the commencement of this action and have been so residing for a period in excess of ninety (90) days preceding the making of these findings.

3. That the parties hereto were lawfully joined in marriage on the 15th day of August, 1981, at Niles, Cook County, Illinois, where said marriage is registered, and that they have ceased cohabiting as husband and wife.

4. That no children were born to the parties as issue of their marriage; that no children were adopted; and the Respondent is not now pregnant.

5. That the parties have lived separate and apart for a period in excess of two years; that unfortunate and irreconcilable differences have arisen between the parties which have caused the irretrievable breakdown of the marriage; and that efforts at reconciliation would be impracticable and not in the best interests of the parties.

6. That the Petitioner has proved the material allegations of his Petition by substantial, competent and relevant evidence, and that a judgment for Dissolution of Marriage should be entered herein.

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..... lows:

7. That the parties hereto have entered into a Property Settlement Agreement dated April 8, 1987, at Chicago, Illinois, concerning questions of maintenance for the Petitioner and Respondent, rights of each party in and to the income, estate and property which either of them owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement has been presented to this Court for its consideration. Said Agreement was freely and voluntarily entered into by the parties, and is not unconscionable but appears to be fair and equitable and ought to receive the approval of this Court; and it is in words and figures as follows:

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THIS AGREEMENT, made and entered into this 5th day of April, 1987, by and between DAVID G. MCCOY (hereinafter referred to as "Petitioner," or as "Husband"), and BARBARA J. MCCOY (hereinafter referred to as "Respondent," or as "Wife");

WITNESSETH:

WHEREAS, the parties were lawfully married at Niles, Illinois, on the 15th day of August, 1981, and are now Husband and Wife;

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties, as a result of which they have ceased living together as Husband and Wife;

WHEREAS, no children were born to the parties; no children were adopted, and the wife is not now pregnant;

WHEREAS, the husband has filed a petition for dissolution of marriage against the wife in the Circuit Court of Cook County, under Case No. 84 D 15013, and is being represented by SCOTT M. FISHER as his attorney in said proceeding;

WHEREAS, the wife is being represented by EVA W. TAMELING of MORGAN, MARTOCCHIO & TAMELING, as her attorney in said proceeding;

WHEREAS, the parties hereto consider it to be in their respective best interests to settle between themselves now and

AGREEMENT

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attorneys have recommended discovery through written interrogatories are fully aware of the assets of the other and, although their WHEREAS, the parties acknowledge and state that they

to each of them; and believed by both the husband and wife to be fair and equitable as which the settlement and agreement herein made and approved is respective wealth, property, income and estates on the basis of represent to be a full, true and complete disclosure of all their WHEREAS, the parties have made to each other what they

property rights;

upon a settlement of their respective ~~financial~~ ^{financial} and hereafter may be granted between them, the parties have agreed tionship in the event that a judgment for dissolution of marriage respective rights and interests arising from their marital relation of marriage, but solely to adjust and determine their solution of marriage, without collusion or agreement to obtain a dis-

or any rights or claims in and to the estate of the other. now owned or which may hereafter be acquired by either of them, to any property of the other, whether real, personal or mixed, or may hereafter have or claim to have against the other or in or every kind, nature and description which either of them now has viously existing between them and to settle any and all rights of growing out of the marital or any other relationships now or pre- to fully settle rights of property of the parties, other rights forever the matter of maintenance for the wife and husband; and

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ONE: The Husband further covenants and agrees that

LUMP SUM SETTLEMENT IN LIEU OF MAINTENANCE

ARTICLE II

contract or agreement.

to enforcement by either party as in the case of any other
 finance without the ambit of said judgment and shall be subject
 such judgment, but shall continue to have independent legal signi-
 ficance without the ambit of said judgment and shall be subject
 this Agreement, by its specific terms, shall not be merged with
 Agreement as set forth herein. In any judgment entered herein,

TWO: Notwithstanding such incorporation of this

is entered in these proceedings.
 the parties hereto only if a judgment for dissolution of marriage
 ing by the husband against the wife, and shall be binding upon
 the wife at any time hereafter in the dissolution action now pend-
 ing by the husband against the wife, and shall be binding upon
 dissolution of marriage which may be granted to the husband or
 or indirectly incorporated in and made a part of any judgment for
 Court for its approval, and if approved, shall be either directly
 ONE: This Agreement shall be submitted to the

ARTICLE I

and voluntarily agree by and between themselves as follows:
 which is hereby acknowledged, the parties hereto do hereby freely
 conditions hereinafter expressed, the receipt and satisfaction of
 NOW, THEREFORE, in consideration of the promises and
 do not desire same;
 tories and Requests to Produce, the parties represent that they

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as and for a lump sum settlement in lieu of maintenance whereas the wife waives all rights, claims, and demands for permanent maintenance, that he shall pay to the wife the principal sum of FOURTEEN THOUSAND FOUR HUNDRED AND NO/100THS (\$14,400.00) DOLLARS in thirty-six (36) monthly installments of FOUR HUNDRED AND NO/100THS (\$400.00) DOLLARS, payable on the 21st day of each and every month commencing April 21, 1967. The temporary support order shall remain in effect until this date. The parties further agree that the husband shall be released from the obligation of payment as to any installment of the lump sum payment falling due subsequent to the death of the wife and all unpaid payments shall terminate and abate forthwith upon the death of the wife. It is further agreed by the parties that, pursuant to Section 502(F) of the Illinois Marriage and Dissolution of Marriage Act, and except upon the death of the wife, said payment shall not be subject to modification or termination in any respect whatsoever. All payments to be made by the husband to the wife under this provision will be pursuant to a discharge of a legal obligation, which, because of the marital relationship, is imposed on the husband pursuant to a written agreement and with the motive and intent of Sections 71(A) and 2.5 of the Internal Revenue Code of 1954, as amended and now in effect, and that such payments shall be includable in the wife's gross income and will be deductible by the husband in his gross income for the purposes of determining their respective taxable incomes.

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of a good and sufficient quit claim deed.
 right, title and interest in the marital home to the wife, by way
 judgment for Dissolution of Marriage, he shall convey all of his
 a. Husband agrees that upon the entry of a
 a part hereof as Exhibit A.

60056, the legal description of which is attached hereto and made
 and described as 1309 Robert Drive, Mount Prospect, Illinois
 presently the joint owners of the improved real estate commonly
 ONE: The parties acknowledge that they are

PROPERTY SETTLEMENT

ARTICLE III

other court in the future to request said maintenance.
 fully understand that they can never return to this court or any
 maintenance, past, present or future, and further, both parties
 above, both parties hereto agree to waive any and all right to
 THREE: Except for the provisions in Paragraph ONE
 provide wife with a copy of the medical insurance policy.
 disclosing the existence of coverage. In addition, Husband will
 will provide the wife with a medical insurance identity card,
 locate proofs of payment of premiums upon reasonable request, and
 band further covenants and agrees to furnish the wife with dup-
 same shall fall due for a period of two (2) full years. The Hus-
 for the benefit of the wife by paying the premiums thereon as
 hospitalization insurance similar to what he presently has in effect
 will keep and maintain in full force and effect a medical and hos-
 TWO: Husband further covenants and agrees that he

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TWO: The Husband shall be entitled to keep all

items of personal property currently in his possession and these

items shall all become his sole and separate property.

Husband shall assume sole responsibility for

any amounts owed on the above property, and agrees to hold wife

harmless on any obligation thereunder.

THREE: The wife shall be entitled to keep all items

of personal property currently in her possession, and these items

shall all become her sole and separate property.

Wife shall assume sole responsibility for any

amounts owed on the above property, and agrees to hold Husband

harmless on any obligation thereunder.

FOUR: The parties acknowledge that there are no

marital debts. Husband covenants and warrants that either he or

his insurance provider has paid all outstanding medical bills

incurred by the wife prior to the date of this agreement.

FIVE: Husband shall be entitled to keep as his sole

and separate property any and all profit sharing and/or pension

plans, if any, which he may have through his employment or

otherwise.

SIX: Each party shall be responsible for all debts he or she

ARTICLE IV
ATTORNEYS' FEES

has incurred subsequent to their separation on May 24, 1984.

ONE: The Husband shall be responsible for the

payment of his own attorneys' fees, if any. (Husband shall pay cost

of taking the sum of \$2155.00 as all for his attorney fees as

follows: \$200.00 on May 1, 1987, \$200.00 on June 1, 1987,

\$200.00 on July 1, 1987 of the balance (\$1,555.00) as a before

August 1, 1987. If husband shall fail to pay in accordance

herewith, the state he shall be responsible to the agent of attorney

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Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and, thereafter, at any time from time to time, execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this agreement and

GENERAL PROVISIONS

ARTICLE VI

ONE: ~~the parties hereto~~ The parties agree that this agreement precludes any modification of the terms and conditions contained herein.

NON-MODIFIABILITY

ARTICLE V

TWO: Husband shall contribute FOUR THOUSAND EIGHT HUNDRED AND NO/100THS (\$4,800.00) DOLLARS towards wife's attorneys' fees, payable at TWO HUNDRED AND NO/100THS (\$200.00) DOLLARS per month. If husband becomes more than fifteen (15) days delinquent on a payment for attorney's fees, the entire balance shall become accelerated and due and owing at that time. THREE: Should either party breach this Agreement, the breaching party shall be responsible for all attorneys' fees and all costs incurred in enforcing the provisions of this Agreement. ment.

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the said parties hereto, under any present or future law, or
or otherwise by reason of the marital relations existing between
claim, interest and estate as husband and wife, widow or widower,
distribution, community interest and all other rights, title,
tatives and assigns, all rights of dower, inheritance, descent,
claim and grant to the other, his or her heirs, personal represen-
does hereby forever relinquish, release, waive and forever quit
so, and except as herein otherwise provided, each of the parties
THREE: To the fullest extent by law permitted to do

homestead, inheritance, and succession.
limited by, maintenance (whether past, present or future), dower,
existing between them or for any other cause, including but not
soever situated, by reason of the marital relationship heretofore
other, real, personal or mixed, of whatsoever nature and where-
have, or might hereafter assert, in and to the property of the
any and all claim of rights, title and interest which they now
agree that they will and do hereby waive, remise and relinquish
TWO: Both the husband and the wife covenant and

rights hereinabove designated to be relinquished and waived.
and effective present transfer, assignment and conveyance of all
shall, and it is hereby expressly declared to, constitute a full
or refuse to execute any such documents, then this agreement
and provided. If either party hereto for any reason shall fail
several properties of said parties in the manner herein agreed
establish of record the sole and separate ownership of the

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properly settlement Agreement made by and between the parties
FOUR: This instrument contains the whole and entire
this Agreement.

provisions of this Agreement, or the right of either party under

of the obligation on the part of the other to comply with the
be construed as a waiver or release by either party or the other
provided, however, that nothing herein contained shall operate or

lease, waiver, relinquishment or extinguishment of such rights;
required or reasonably requested to effect or evidence such re-
leases or other instruments, and further assurances as may be

tives, grantees, devisees, or assigns, any or all such deeds,
request of the other party, his or her heirs, personal representa-
hereto; and agrees to execute, acknowledge and deliver at the

defense to any such claim or suit so instituted by either party
this release, when pleaded, shall be and constitute a complete
and further agrees that in the event any suit shall be commenced,

the rights specified in and relinquished under this paragraph;
devisees, or assigns, for the purpose of enforcing any or all of
self, his or her heirs, personal representatives, grantees,

and each party further covenants and agrees for himself or her-
in possession or in expectancy, and whether vested or contingent;
hereafter in any manner acquired by the other party, and whether

personal or mixed, or his or her estate, whether now owned or
claim in or against the property and assets of the other, real,
which he or she otherwise has or might have or be entitled to

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hereto, and has been examined by each of the said persons, assisted by counsel of their respective choices, and is believed by them to be fair, just and equitable with respect to each of them.

FIVE: This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

SIX: Except as herein otherwise provided, each of the parties herein hereby waives and relinquishes all rights to act as administrator or administrator with the will annexed in the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party in the same manner as though the parties hereto had never married, and each of the parties hereto respectively reserves the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, how-

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Robert J. Mc Coy

Robert J. Mc Coy

1987.

scribed their names of this 8th day of April

IN WITNESS WHEREOF, the parties have hereunto sub-

the pending case.

binding if a judgment for dissolution of marriage is entered in
judgment for dissolution of marriage, and shall be of effect and
Court for approval, and if approved, shall be made part of the
SEVEN: This Agreement shall be submitted to the

either party under this Agreement.
other to comply with the terms of this Agreement, or the right of
as a waiver or release by either party of the obligation of the
ever, that nothing here contained shall operate or be construed

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ment for dissolution of Marriage, including all the terms of the cause for the purpose of enforcing all of the terms of this judgment. This Court expressly retains jurisdiction of this

by way of summary proceedings. other contract or Agreement, as well as enforcement by this Court be subject to enforcement by either party as in the case of any legal significance without the ambit of this judgment, and shall merged into this judgment, but shall continue to have independent herein, said Agreement, by its specific terms, shall not be

C. Notwithstanding such adoption of said Agreement hereto shall perform under the terms of this Agreement. verbatim as the judgment of this Court; each of the parties and effect as if said provisions were in this paragraph set forth Orders of this Court to the same extent and with the same force are expressly ratified, confirmed, approved and adopted as the solution of Marriage, and all of the provisions of said Agreement above set forth in full, is made a part of this judgment for dissolution of Marriage, dated April 8, 1987, and herein-

B. That the Property Settlement Agreement between the BARBARA J. MCCOY, be, and the same are, hereby dissolved. ing between the Petitioner, DAVID G. MCCOY, and the Respondent, solution of Marriage and the bonds of matrimony heretofore existing. That the parties are awarded a judgment for dissolution of Marriage

ON MOTION OF SAID ATTORNEYS FOR PETITIONER, IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED as follows:

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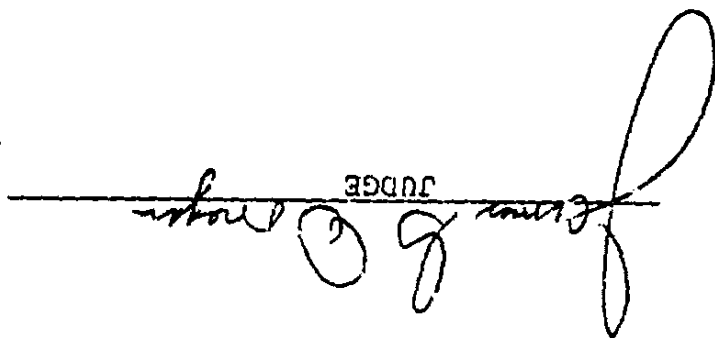
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Scott M. Fisher
No. 11986
Attorney for Petitioner
1699 E. Woodfield Road
Suite 412
Schaumburg, IL 60173
312/843-3388


JUDGE

ENTER:

Barbara Del Principe,

E. That Respondent shall resume her former name of

hereto, as hereinabove set forth.

Property Settlement Agreement made in writing between the parties

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(10-84) CCDCR-6 (1)

Clerk

day of OCTOBER 19, 87

the seal of said Court, in said County, this 7th,

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

and BARBARA J. MC COY defendant/respondent.

DAVID G. MC COY plaintiff/petitioner

in a certain cause lately pending in said Court, between

COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois,

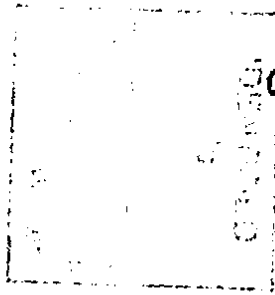
ss. STATE OF ILLINOIS, COUNTY OF COOK

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*Mace's Super
701 W 4th St
Des Moines, IA 50319*



89 MAR 22 AM 10: 07
CAROL ANN FLETCHER BRAUN
REGISTRAR OF TITLES

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