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Certificate No. 1161418 Document No. 2711530

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1161418 indicated affecting the  
following described premises, to-wit:

### ITEM 1.

UNIT 1413 as described in survey delineated on and attached to and a part of a Declaration of Condominium  
Ownership registered on the 1st day of May, 19 73 as Document Number 2628927.

### ITEM 2.

An Undivided 6.01 interest (except the Units delineated and described in said survey) in and to the following  
Described Premises:

That part of LOT NINETY FOUR (94) (hereinafter described) described as follows:- Commencing at the Southwest  
corner of said Lot 94; thence North on the East line of said Lot, also being the East line of South Oak Park  
Avenue, a distance of 29.0 feet; thence East on a line parallel with the South line of said Lot 94, also  
being the North line of West 181st Street, a distance of 24.16 feet to the place of beginning of the herein  
described Tract; thence North parallel with the West line of said Lot 94, a distance of 60.34 feet; thence  
East at right angles, a distance of 18.10 feet; thence North 1.99 feet; thence East 14.0 feet; thence South  
6.0 feet; thence East 14.04 feet; thence North 0.82 feet; thence East 0.63 feet; thence North 5.07 feet;  
thence East 19.42 feet; thence South 5.07 feet; thence East 23.75 feet; thence South 5.0 feet; thence East  
10.08 feet; thence North 5.03 feet; thence East 19.49 feet; thence South 5.02 feet; thence East 1.64 feet;  
thence South 0.83 feet; thence East 13.98 feet; thence North 6.0 feet; thence East 14.0 feet; thence South  
2.05 feet; thence East 18.15 feet thence South 60.34 feet to a point 24.13 feet North of the South line of  
said Lot 94; thence West 18.07 feet; thence South 2.0 feet; thence West 14.0 feet; thence North 3.99 feet;  
thence West 14.03 feet; thence South 0.83 feet; thence West 1.72 feet; thence South 5.09 feet; thence West  
19.50 feet; thence North 5.11 feet; thence West 12.64 feet; thence North 5.03 feet; thence West 20.95 feet;  
thence South 5.06 feet; thence West 19.63 feet; thence North 5.08 feet; thence West 0.58 feet thence North  
0.82 feet; thence West 14.08 feet thence South 6.0 feet; thence West 14.0 feet; thence North 2.0 feet; thence  
West 18.08 feet to the place of beginning, said boundaries of the herein described Tract being 1 foot farther  
than and parallel to the extremities of a 2 story brick building, including porches and balconies, in Oak  
Court, a Subdivision of part of the Southeast Quarter (4) of Section 31, Township 36 North, Range 13 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 18, 1972, as Document Number 2642594.

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

CHICAGO, ILLINOIS \_\_\_\_\_ 19 \_\_\_\_\_

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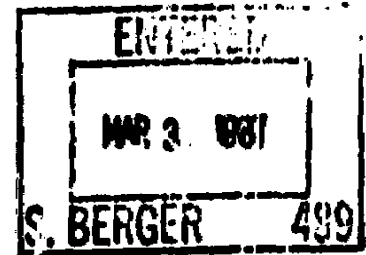
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF )  
 )  
JOANNE CAHMAN, )  
 )  
Petitioner and )  
 )  
Counter-Respondent, )  
 )  
and )  
 )  
RAY CAHMAN, )  
 )  
Respondent and )  
 )  
Counter-Petitioner. )

No. 84 D 835



JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing, and having been resolved by agreement, the petitioner and counter-respondent having appeared by her attorneys, THOMAS J. McDONOUGH and SHEILA M. MURPHY, and the respondent and counter-petitioner having appeared by the law offices of KAUFMAN, LITWIN & STEIN, the Court having heard the evidence, a Certificate of which is filed herein, FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof;
2. The petitioner and counter-respondent, and respondent and counter-petitioner were both residents of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and have each maintained residences in the State of Illinois for ninety (90) days prior to the filing of this action;
3. The parties were married on, to-wit: the 24th day of May, 1970, at Chicago, County of Cook, Illinois.

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*Murphy*

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4. That the parties adopted one (1) son, NATHAN, presently seven (7) years of age, having been born on August 10, 1979. No other children were born to, or adopted by the parties as a result of the marriage, and the petitioner and counter-respondent is not now pregnant.

5. Irreconcilable differences have occurred between the parties and the marriage of the parties has irretrievably broken down. Efforts at reconciliation have failed and future attempts at reconciliation will be impracticable and not in the best interest of the family;

6. The petitioner and counter-respondent is currently unemployed and is a homemaker;

7. The respondent and counter-petitioner is self-employed as a commodities broker;

8. The petitioner and counter-respondent has proved the marital allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence and that a Judgment of Dissolution of Marriage should be entered herein;

9. The parties hereto have entered into a written agreement concerning the questions of maintenance, the respective rights of each party in and to the property, income or estate which either of them now 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 entered into freely and voluntarily between the parties hereto and should receive the approval of this Court to be

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made a part of this Judgment and it is in words and figures as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT (the "Agreement") is made this 3rd day of March, 1987, at Chicago, Illinois, by and between JOANNE CAHNMAN, (hereinafter referred to as "wife"), residing at 10535 South Saaley, Chicago, Illinois, and RAY CAHNMAN, (hereinafter referred to as "husband"), residing at 9135 South Leavitt, Chicago, Illinois.

### RECITALS

1. The parties were lawfully married at Chicago, County of Cook, Illinois on the 24th day of May, 1970.

2. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they now live separate and apart from each other, AND HAVE SO LIVED SINCE JAN, 1, 1984.

3. That the parties adopted one (1) son, NATHAN, presently seven (7) years of age, having been born on August 10, 1979. No other children were born to, or adopted by the parties as a result of the marriage; and the wife is not now pregnant.

4. Wife has filed against husband, an action for Dissolution of Marriage, and husband has filed against wife his Counter-Petition for Dissolution of Marriage, in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Case No. 84 D 00835. The case is entitled: In Re: The Marriage of JOANNE CAHNMAN, Petitioner, and RAY CAHNMAN, Respondent, which case remains pending and undetermined.

5. The parties hereto consider it in their best interests to

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settle between themselves now and forever the matters of support maintenance for the wife and husband, the matters of custody, support, visitation, medical and related needs and education of the child of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any 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, 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.

6. The wife has been informed of her right to counsel and she has retained THOMAS J. McDONOUGH and SHEILA M. MURPHY as attorneys. The husband has employed and has had the benefit of counsel of the STUART N. LITWIN, and RAUFMAN, LITWIN & STEIN, as his attorneys. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has been fully informed, through discovery and otherwise, of the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

7. It is specifically understood by the wife and the husband, that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of

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anyone else. It is not intended by either wife or husband that any persons, including their child, be third-party beneficiaries of this Agreement now or in the future. Any benefits which may be conferred upon any persons, including the child of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

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:

## ARTICLE I

### Right of Action and Incorporation of Recitals

1. The foregoing recitals are hereby made a part of this Agreement.
2. This Agreement is not one to obtain or stimulate a dissolution of marriage.
3. The 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 has been or may be commenced by the husband. The husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the wife.

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Joint Parenting Agreement

1. PREAMBLE: The parties hereto mutually covenant and agree that each is a fit and proper person to be the legal and custodial parent of Nathan. Each party acknowledges the continuing need of Nathan for close, frequent and continuing contact with both parents. The parties agree that they shall have joint legal, residential and physical custody of Nathan. The parties agree to discuss the major decisions affecting the health, education and welfare of Nathan.

2. DISPUTE RESOLUTION: The parties agree that in the event they cannot agree on decisions affecting the health, education, or well-being of Nathan, that they shall enter into mediation in an attempt to resolve said dispute prior to proceeding to hearing in a Court of competent jurisdiction. The cost of mediation, if any, shall be paid by one or both of the parties, as determined by the mediator. After discussion and in the event of a failure of the parties to reach accord on a decision, the party seriously objecting to the plan of the other party shall be responsible for instituting mediation and, if necessary thereafter, court proceedings. Each party shall make the day to day decisions concerning Nathan while said child is in their respective home subject to the provisions of this section 2 of Article II.

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3. RESIDENTIAL PARENTING SCHEDULE:

A. RESIDENTIAL SCHEDULE

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Except as otherwise provided in paragraphs 3D and 3F.

1. The husband shall have actual physical custody of Nathan between Thursday afternoon at 3:00 p.m. through Monday morning at 9:00 a.m. The husband will pick up Nathan at school on Thursday afternoon and shall take Nathan to school on Monday morning. During the summer, when Nathan is not in school, the wife shall take Nathan to a mutually agreed place at a mutually agreed time sometime around 3:00 p.m. on Thursday afternoon and shall pick Nathan up at a mutually agreed place at a mutually agreed time sometime around 9:00 a.m. on Monday morning.

2. Except as otherwise provided in paragraph 3D and 3F, the wife shall have actual physical custody of Nathan commencing at 9:00 a.m. on Monday until 3:00 p.m. on Thursday.

## B. SPECIAL HOLIDAYS

The husband shall have actual physical custody of Nathan for the following holidays (for the twenty-four hour period between sunset on the evening of the holiday and sunset on the day following): Passover, Rosh Hoshanah, and Yom Kippur.

C. BIRTHDAY - Parents will alternate physical custody on Nathan's birthday (August 10th). The wife shall have physical custody in all odd numbered years beginning in 1987 and the husband shall have physical custody in even numbered years beginning in 1988.

D. OTHER HOLIDAYS - The husband shall have Nathan on Lincoln's, Washington's, and Columbus Day. The wife shall

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have Nathan on Martin Luther King's birthday, Veteran's Day, and Mother's Day. In odd numbered years, the husband shall have Nathan on Thanksgiving and Independence Day. In even numbered years, husband shall have Nathan on Memorial Day and Labor Day. In even numbered years, the wife shall have Nathan on Thanksgiving and Independence Day. In odd numbered years, wife shall have Nathan on Memorial Day and Labor Day.

**VACATIONS** - Notwithstanding any other provision of this Agreement the husband shall have actual physical custody of Nathan for three weeks during the summer, and the wife shall have actual physical custody of Nathan for three weeks during the summer. In alternate years starting in 1987, during spring break the wife shall have custody from the time school is dismissed on Friday afternoon until the following Friday afternoon at 3:00 p.m. at which time the normal custodial schedule goes into effect. The same arrangement will apply to the husband in alternate years beginning in 1988.

The party that does not have Nathan during the spring school break may take Nathan for a one week vacation of the parent's choice during February, March or April, and if necessary, removing him from school for that week. The wife shall have custody the seven Christmas vacation days including Christmas day. Those seven days shall include the first six days preceding Christmas and Christmas day. When the vacation period does not include a sufficient number of days prior to Christmas, then it shall continue after Christmas. Husband

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agree that he will not attempt to interfere with wife's winter vacation period with the child by asserting that that time period co-exists with any Jewish holidays. The husband will have custody from that time for the seven days following the wife's vacation period.

4. COOPERATIVE SENTIMENT: The parties hereto further mutually covenant and agree that they will use their best efforts to foster the respect, love and affection of the child toward the other party and will cooperate fully in implementing a relationship giving the child the maximum feeling of security.

5. NOTIFICATION OF LOCATION: The parties shall keep each other informed as to the exact places where each of them reside, the telephone numbers of their residence, the telephone numbers of their places of employment, and if either party shall travel out-of-town, as determined from their individual residences, for an extended period of time, then such party shall notify the other of his or her destination and provide a telephone number where he or she can be reached in case of emergency.

6. ACCESS TO PROFESSIONALS: The wife shall advise the husband and

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the husband shall advise the wife, of the child's grades, progress in school, health and welfare. Both the husband and the wife shall have direct access to the child's doctors, dentists, teachers, and any other individual directly related to the well-being of the child.

7. PERIODIC REVIEW: This Joint Parenting Agreement shall be modified as provided in Section 610 of the I.M.D.M.A. or as otherwise agreed by the parties as in Article II, section 8.

8. MOVEMENT OF RESIDENCE: In the event either parent moves out of the Beverly area, the child's school shall not change and it shall be the responsibility of the parent who moves to transport the child to school, all after school activities, and to drop off and pick up the child, to and from the child's visitation with the other parent. If the moving parent cannot or will not comply with these terms, then the parent who did not move will have physical custody of the child during the entire school week and visitation by the other parent will have to be determined by agreement, mediation, or a court of competent jurisdiction. It is the intention of the parties that the moving parent not take the child with him or her and enroll him in a new school. At the present time, Nathan is attending school at the Morgan Park Academy.

9. AFTER SCHOOL ACTIVITIES: It is the desire of both parents that Nathan be raised with a Jewish religious background and the wife agrees not to interfere with Nathan's religious upbringing nor to involve or subject him to the teachings of any other religion. To that end, it is agreed that the husband shall cause Nathan to

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attend Hebrew School and observe other Jewish traditions on a regular basis. The husband agrees to Nathan's attendance at K.A.M. Temple Sunday School on each Sunday morning, and the wife she'll take Nathan to the regularly scheduled Hebrew and Bar Mitzvah classes at K.A.M., if these classes occur during Monday to Wednesday of the school week when Nathan begins those classes. The K.A.M. attendance shall take precedence over any other activity except vacations. The parties have selected K.A.M. Synagogue because they have been informed that Nathan's attendance at class will be two (2) days a week, once during the time Nathan is with the wife, and once during the time Nathan is with the husband.

## ARTICLE III

### Division of Marital Property and Property Settlement

1. A financial declaration form indicating property owned beneficially or directly by the husband is attached hereto as Exhibit "A".
2. A financial declaration form indicating property owned beneficially or directly by the wife is attached hereto as Exhibit "B".
3. As an equitable division of the marital assets of the parties, and for the payment of marital debts and obligations, the parties agree to the following distribution of the marital property of the parties.

A. The wife shall retain as her sole and exclusive property, subject to no right, claim or demand by the husband, the following:

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1. The premises commonly known as 10535 South Seeley, Chicago, Illinois. Upon the execution of the within Agreement between the parties, the husband shall transfer all of his right, title and interest in and to the aforesaid premises by Quit Claim Deed and/or as assignment of beneficial interest; and the husband warrants that he has not placed nor caused to be placed by his action, any lien on the premises that did not exist prior to the parties separation and if he has, he agrees to pay same immediately. Wife shall pay and be responsible for the mortgage payments, real estate taxes and other obligations or liabilities relating to the aforesaid premises and agrees to hold harmless and indemnify the husband from obligations arising thereunder.

2. The furniture, furnishings, art work, household accessories, and all contents presently located at 10535 South Seeley, Chicago, Illinois.

3. A certain 1983 Jeep Wagoneer automobile.

4. Lump Sum Settlement - Installment Payments

The husband shall pay to the wife, by cashiers or certified check, the sum of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) payable upon the execution of the within Agreement and the entry of a Judgment for Dissolution of Marriage containing said Agreement.

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B. The husband shall retain as his sole and exclusive property subject to no right, claim, or demand by the wife, and he shall pay and be solely responsible for certain debts and obligations as follows:

1. The premises commonly known as 2501 Market Street, Porter Beach, Indiana, and the premises commonly known as 6772 W. 181st Street, Tinley Park, Illinois. Upon the execution of the within Agreement by the parties, the wife shall transfer to the husband all of her right, title and interest in and to the aforesaid premises by Quit Claim Deed and/or an assignment of beneficial interest. The wife warrants that she has not placed nor caused to be placed by her action, any lien on the said premises that did not exist at the time the parties separated and if she has, she agrees to pay same immediately. The husband shall pay and be responsible for the mortgage payments, real estate taxes, and other obligations or liabilities relating to the aforesaid premises, and agrees to hold harmless and indemnify the wife from obligations arising thereunder.

2. The furniture, furnishings, art work, household accessories, and all contents, presently located at 2501 Market Street, Porter Beach, Indiana.

3. Those assets reflected on Schedule "A" attached hereto and made a part hereof. Said Schedule

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representing all of the assets owned by the husband with the exception of the real estate property referenced to in paragraph 1, supra.

4. A. At the time of the execution of this Agreement, the Tax Reform Act of 1984 has been enacted and signed into law.

B. That Section 421 of the Tax Reform Act of 1984 amends Section 1041 of the Internal Revenue Code and permits parties to divorce actions to transfer appreciated property between themselves without causing "taxable events", and thereby generating taxation. These inter-spousal transfers and transfers between former spouses will be treated in the same manner as a "gift between spouses", irrespective of existence or non-existence of the marriage at the time of the transfer and will be deemed non-taxable, carry-over basis transactions, whereby the transferee assumes the adjusted basis of the transferred property.

C. That the husband and wife desire to bring this Agreement under the protection of said law, and each therefore agrees that he or she will henceforth treat all cross-transfers between them in a manner and form directed by said law, to that end that they may legitimately avoid creation of a multiplicity of taxable events.

D. Additionally, the parties likewise wish to conform their Agreement to Section 503(e) of the Illinois Marriage and Dissolution of Marriage Act which seeks to characterize such

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exchanges as those involved herein as a division of co-owned marital property, thus not constituting taxable events.

**ARTICLE IV**

**Mutual Waiver of Maintenance (Alimony)  
Obligation of Parties Toward Child Support**

1. The parties hereby waive all rights, claims, and demands from one another to maintenance (alimony), past, present, future, temporary, or permanent.
2. Each party shall pay and be solely responsible for the everyday reasonable needs and support of the minor child while the child is with each of them except as otherwise specifically provided herein. Neither party shall pay any money to the other as and for child support.

**ARTICLE V**

**Private School - Bus and Tutoring Expenses  
and College Education Expenses**

It is the desire of the husband to accept the sole responsibility for payment of private grammar school (primary and secondary), college or university (under-graduate), and post-graduate college or university education expenses for Nathan. This obligation shall include all necessary expenses.

The decisions affecting the education of Nathan, including the choice of college and post-graduate college shall be made by husband and wife subject to Article II, section 2 of this Agreement, and later by Nathan when he becomes an adult.

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## ARTICLE VI

### Ordinary & Extraordinary Medical Expenses & Benefits for Child

1. The husband shall pay and be solely responsible for all extraordinary medical, dental, orthodontic care of the child of the parties hereto (excluding all psychological and psychiatric care) through the completion of his college education provided Nathan is dependent of the husband's and so designated on the parties tax returns. Ordinary medical and dental care shall be paid for by the parent with whom Nathan is residing when the need for such care should arise. Notwithstanding the aforesaid however, to the extent that ordinary medical care and psychological and psychiatric care for the child is covered by the husband's insurance, then to that extent, and that extent only, those litiginate claims shall be submitted to husband's insurance company for payment.

The parties' obligation to consult with the other shall not apply in cases of emergency where the life or health of the child might be imperiled by delay.

2. If the child is seriously ill, or needs hospitalization, surgical, optical, orthodontic, orthopedic, or extraordinary medical or dental care, the other party shall consult with the other before incurring expenses in any of said connections and the other party shall not be obligated to pay for such cost absent such consultations unless in case of an emergency.

3. The husband shall maintain in full force and effect major medical and basic hospitalization coverage for the child of the

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parties so long as he is the husband's dependent and the husband shall provide the wife with proper identification thereunder, as well as a copy of the policy and all amendments thereto.

**ARTICLE VII**

**Dependency Exemptions**

The husband shall be solely entitled to claim the child as his dependent for Federal and State Income Tax purposes for each year during which Nathan is receiving more than fifty percent (50%) of his support from the husband.

**ARTICLE VIII**

**Income Taxes**

1. The husband and wife shall file a joint Federal and State Income Tax Return for the calendar year 1985 and the wife further shall pay to the husband any and all income tax which may be due in 1985 occasioned by her ownership and receipt of income from any and all of her non-marital property. The wife shall retain a copy of the said 1985 tax returns and husband shall transfer to the wife any and all correspondence that he has, if any, with the Internal Revenue Service with respect to any joint return filed by the parties in any year in which they were audited. The parties agree that for the 1985 income tax returns, and all prior joint Federal and State Income Tax Returns filed by them as follows:

A. The husband represents and warrants to the wife, except for any income or deduction generated or claimed as a result of the wife's ownership and receipt of income from any and all non-marital property, that he has heretofore duly paid

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or will pay all income taxes, State and Federal, on all joint returns heretofore filed by the parties; and that he has paid or will pay all interest and penalties due and owing with respect thereto;

3. The husband hereby indemnifies, saves and holds the wife harmless from any loss, cost, expense or liability she is forced to incur in said connection except for any income or deduction generated or claimed as a result of the wife's ownership and receipt of income from any and all non-marital property.

C. The wife represents and warrants that she will furnish to the husband all information relating to her income and deductible expenses for all years for which the parties have filed joint tax returns. The wife also agrees, at the husband's request, to furnish him with all records of income and deductible expenses including, but not limited to checks, bank remittances, certified checks, cashier's checks and all other documents or receipts evidencing the receipt of taxable income, the payment of any deductible expense for any tax year in which the parties have filed or will file a joint tax return and for the current tax year through the effective date of this Agreement;

D. If there is a deficiency assessment in connection with any of the aforesaid joint returns heretofore or hereafter filed, the husband shall notify the wife immediately in writing. He shall pay the amount ultimately determined to

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be due thereon, together with interest and penalties, accountant and/or attorney's fees, and any and all expenses that may be incurred if he decides to contest the assessment, except for any income or deduction generated or claimed as a result of the wife's ownership and receipt of income from any and all non-marital property. He will promptly do all things necessary to remove any liens placed against the property of the wife by the IRS relating to those obligations.

E. The husband shall have the sole option to contest any deficiency assessment received in connection with the filing of joint returns by the parties. In the event the husband so elects, the wife hereby agrees to cooperate fully with the husband's selected representative in contesting said assessment, including execution of any and all necessary documents, supplying of any and all records, and information and appropriate, in pursuing the said contest.

F. The husband, except for any income or deduction generated or claimed as a result of the wife's ownership and receipt of income from any and all non-marital property, shall in all respects indemnify the wife against, and hold her harmless from, any deficiency assessment or tax lien arising out of any joint return heretofore or hereafter filed by the parties, as well as any damages and expenses whatsoever incurred by the wife in connection therewith. The husband's liability hereunder will survive his demise

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and shall constitute a charge against his estate. The husband shall keep the wife fully informed of any and all actions taken by him with respect to a deficiency assessment;

G. Should the husband hereafter deem it necessary or advisable to file an amended joint State or Federal tax return for any previous year or years, the wife agrees to execute such returns. The wife's agreement to execute is conditioned upon the husband providing the wife with a written agreement that any Amended Tax Return she is to file is accurate and correct. Further, the husband shall fully indemnify the wife with respect to any such return to the same extent and respect as any other joint tax return referred to in this paragraph or any subsections hereof;

H. If there is a refund from any of the aforesaid joint returns, except as otherwise provided in this Agreement, said refund shall belong solely to the husband, and he shall have the sole right to endorse same.

2. Each party agrees to submit to the other, copies of all documents that are in their respective possessions which may be used to determine the basis or cost for Federal income tax purposes of any property transferred between the parties. Each party shall furnish to the other any computations or work papers used by them or their accountants in determining a cost or basis and gain or loss for the sale, exchange or transfer of property not previously reported for Federal income tax purposes.

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## ARTICLE IX

### Attorneys' Fees

Each party shall be solely responsible for their own attorney's fees to the attorneys representing them at the time of the execution of this Agreement and to all prior attorneys. The parties each agree that if any attorney engaged by them should sue the other spouse for any attorneys fees, that each party shall indemnify the other and pay the amount of the said fee plus the other party's costs and attorney's fees incurred in defending the said claim.

## ARTICLE X

### Non Modification

Pursuant to Section 5(2)(2) of the Illinois Marriage and Dissolution of Marriage Act, it is understood and agreed by and between the parties that the terms and provisions of the within Settlement Agreement as non-modifiable except those terms concerning the custody or visitation of Nathan as modifiable as provided in Section 610 of the I.M.D.M.A. or as particularly specified in this Agreement.

## ARTICLE XI

### Mutual and General Release

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

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distribution, community interests and all other right, title, claim, interests 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, grantees, devisees or assigns, of the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph, and further 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 agree to execute, acknowledge and deliver, at 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 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 right of

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either party under this Agreement.

ARTICLE III

Governing Law - Execution of Documents - Voluntariness of Agreement

This Agreement shall be construed, interpreted and enforced in and under the laws of the State of Illinois. Each party shall execute and all documents necessary to effectuate and expedite the terms and provisions contained herein. Each of the parties has examined and read the within Agreement and fully understands the provisions and covenants therein and is fully and completely satisfied with the terms and provisions therein and voluntarily enters into same.

Parties Agree to obtain a get-go RC

*Joseph Carnman*  
JOSEPH CARNMAN

*Ray Carnman*  
RAY CARNMAN

Clerk's Office

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RC





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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AS FOLLOWS:

A. The bonds of matrimony now existing between the petitioner and counter-respondent, JOANNE CAHNMAN, and the respondent and counter-petitioner, RAY CAHNMAN, be and the same are hereby dissolved pursuant to statute. That said dissolution is granted to both petitioner and counter-respondent and respondent and counter-petitioner.

B. The written Marital Settlement Agreement between the petitioner and counter-respondent and the respondent and counter-petitioner as hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the Orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

C. 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.

D. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or

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mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including the terms of the written Marital Settlement Agreement incorporated herein.

ENTER:

DATED: March 3, 1987

APPROVED:

Joanne Cahman  
JOANNE CAHMAN

Ray Cahman  
RAY CAHMAN

[Signature]  
Attorneys for Petitioner  
and Counter-Respondent

[Signature]  
Attorneys for Respondent  
and Counter-Petitioner

KAUFMAN, LITWIN & STEIN  
Attorneys for Respondent  
and Counter-Petitioner  
150 N. Wacker Dr., Suite 2850  
Chicago, IL 60606  
312/346-6363

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[Handwritten initials]

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 8-02-89

Aurelia [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



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381-1-183

| Account No. | Account Name | Account Type | Account Balance | Account Status | Account Date |
|-------------|--------------|--------------|-----------------|----------------|--------------|
| 111111      | U.S. Bond    | 100000       | 100000          | Active         | 1-1-70       |
| 222222      | U.S. Bond    | 500000       | 500000          | Active         | 2-1-70       |
| 333333      | U.S. Bond    | 1000000      | 1000000         | Active         | 3-1-70       |
| 444444      | U.S. Bond    | 2000000      | 2000000         | Active         | 4-1-70       |
| 555555      | U.S. Bond    | 3000000      | 3000000         | Active         | 5-1-70       |
| 666666      | U.S. Bond    | 4000000      | 4000000         | Active         | 6-1-70       |
| 777777      | U.S. Bond    | 5000000      | 5000000         | Active         | 7-1-70       |
| 888888      | U.S. Bond    | 6000000      | 6000000         | Active         | 8-1-70       |
| 999999      | U.S. Bond    | 7000000      | 7000000         | Active         | 9-1-70       |
| 1000000     | U.S. Bond    | 8000000      | 8000000         | Active         | 10-1-70      |
| 1100000     | U.S. Bond    | 9000000      | 9000000         | Active         | 11-1-70      |
| 1200000     | U.S. Bond    | 10000000     | 10000000        | Active         | 12-1-70      |
| 1300000     | U.S. Bond    | 11000000     | 11000000        | Active         | 1-1-71       |
| 1400000     | U.S. Bond    | 12000000     | 12000000        | Active         | 2-1-71       |
| 1500000     | U.S. Bond    | 13000000     | 13000000        | Active         | 3-1-71       |
| 1600000     | U.S. Bond    | 14000000     | 14000000        | Active         | 4-1-71       |
| 1700000     | U.S. Bond    | 15000000     | 15000000        | Active         | 5-1-71       |
| 1800000     | U.S. Bond    | 16000000     | 16000000        | Active         | 6-1-71       |
| 1900000     | U.S. Bond    | 17000000     | 17000000        | Active         | 7-1-71       |
| 2000000     | U.S. Bond    | 18000000     | 18000000        | Active         | 8-1-71       |
| 2100000     | U.S. Bond    | 19000000     | 19000000        | Active         | 9-1-71       |
| 2200000     | U.S. Bond    | 20000000     | 20000000        | Active         | 10-1-71      |
| 2300000     | U.S. Bond    | 21000000     | 21000000        | Active         | 11-1-71      |
| 2400000     | U.S. Bond    | 22000000     | 22000000        | Active         | 12-1-71      |
| 2500000     | U.S. Bond    | 23000000     | 23000000        | Active         | 1-1-72       |
| 2600000     | U.S. Bond    | 24000000     | 24000000        | Active         | 2-1-72       |
| 2700000     | U.S. Bond    | 25000000     | 25000000        | Active         | 3-1-72       |
| 2800000     | U.S. Bond    | 26000000     | 26000000        | Active         | 4-1-72       |
| 2900000     | U.S. Bond    | 27000000     | 27000000        | Active         | 5-1-72       |
| 3000000     | U.S. Bond    | 28000000     | 28000000        | Active         | 6-1-72       |
| 3100000     | U.S. Bond    | 29000000     | 29000000        | Active         | 7-1-72       |
| 3200000     | U.S. Bond    | 30000000     | 30000000        | Active         | 8-1-72       |
| 3300000     | U.S. Bond    | 31000000     | 31000000        | Active         | 9-1-72       |
| 3400000     | U.S. Bond    | 32000000     | 32000000        | Active         | 10-1-72      |
| 3500000     | U.S. Bond    | 33000000     | 33000000        | Active         | 11-1-72      |
| 3600000     | U.S. Bond    | 34000000     | 34000000        | Active         | 12-1-72      |
| 3700000     | U.S. Bond    | 35000000     | 35000000        | Active         | 1-1-73       |
| 3800000     | U.S. Bond    | 36000000     | 36000000        | Active         | 2-1-73       |
| 3900000     | U.S. Bond    | 37000000     | 37000000        | Active         | 3-1-73       |
| 4000000     | U.S. Bond    | 38000000     | 38000000        | Active         | 4-1-73       |
| 4100000     | U.S. Bond    | 39000000     | 39000000        | Active         | 5-1-73       |
| 4200000     | U.S. Bond    | 40000000     | 40000000        | Active         | 6-1-73       |
| 4300000     | U.S. Bond    | 41000000     | 41000000        | Active         | 7-1-73       |
| 4400000     | U.S. Bond    | 42000000     | 42000000        | Active         | 8-1-73       |
| 4500000     | U.S. Bond    | 43000000     | 43000000        | Active         | 9-1-73       |
| 4600000     | U.S. Bond    | 44000000     | 44000000        | Active         | 10-1-73      |
| 4700000     | U.S. Bond    | 45000000     | 45000000        | Active         | 11-1-73      |
| 4800000     | U.S. Bond    | 46000000     | 46000000        | Active         | 12-1-73      |
| 4900000     | U.S. Bond    | 47000000     | 47000000        | Active         | 1-1-74       |
| 5000000     | U.S. Bond    | 48000000     | 48000000        | Active         | 2-1-74       |
| 5100000     | U.S. Bond    | 49000000     | 49000000        | Active         | 3-1-74       |
| 5200000     | U.S. Bond    | 50000000     | 50000000        | Active         | 4-1-74       |
| 5300000     | U.S. Bond    | 51000000     | 51000000        | Active         | 5-1-74       |
| 5400000     | U.S. Bond    | 52000000     | 52000000        | Active         | 6-1-74       |
| 5500000     | U.S. Bond    | 53000000     | 53000000        | Active         | 7-1-74       |
| 5600000     | U.S. Bond    | 54000000     | 54000000        | Active         | 8-1-74       |
| 5700000     | U.S. Bond    | 55000000     | 55000000        | Active         | 9-1-74       |
| 5800000     | U.S. Bond    | 56000000     | 56000000        | Active         | 10-1-74      |
| 5900000     | U.S. Bond    | 57000000     | 57000000        | Active         | 11-1-74      |
| 6000000     | U.S. Bond    | 58000000     | 58000000        | Active         | 12-1-74      |
| 6100000     | U.S. Bond    | 59000000     | 59000000        | Active         | 1-1-75       |
| 6200000     | U.S. Bond    | 60000000     | 60000000        | Active         | 2-1-75       |
| 6300000     | U.S. Bond    | 61000000     | 61000000        | Active         | 3-1-75       |
| 6400000     | U.S. Bond    | 62000000     | 62000000        | Active         | 4-1-75       |
| 6500000     | U.S. Bond    | 63000000     | 63000000        | Active         | 5-1-75       |
| 6600000     | U.S. Bond    | 64000000     | 64000000        | Active         | 6-1-75       |
| 6700000     | U.S. Bond    | 65000000     | 65000000        | Active         | 7-1-75       |
| 6800000     | U.S. Bond    | 66000000     | 66000000        | Active         | 8-1-75       |
| 6900000     | U.S. Bond    | 67000000     | 67000000        | Active         | 9-1-75       |
| 7000000     | U.S. Bond    | 68000000     | 68000000        | Active         | 10-1-75      |
| 7100000     | U.S. Bond    | 69000000     | 69000000        | Active         | 11-1-75      |
| 7200000     | U.S. Bond    | 70000000     | 70000000        | Active         | 12-1-75      |
| 7300000     | U.S. Bond    | 71000000     | 71000000        | Active         | 1-1-76       |
| 7400000     | U.S. Bond    | 72000000     | 72000000        | Active         | 2-1-76       |
| 7500000     | U.S. Bond    | 73000000     | 73000000        | Active         | 3-1-76       |
| 7600000     | U.S. Bond    | 74000000     | 74000000        | Active         | 4-1-76       |
| 7700000     | U.S. Bond    | 75000000     | 75000000        | Active         | 5-1-76       |
| 7800000     | U.S. Bond    | 76000000     | 76000000        | Active         | 6-1-76       |
| 7900000     | U.S. Bond    | 77000000     | 77000000        | Active         | 7-1-76       |
| 8000000     | U.S. Bond    | 78000000     | 78000000        | Active         | 8-1-76       |
| 8100000     | U.S. Bond    | 79000000     | 79000000        | Active         | 9-1-76       |
| 8200000     | U.S. Bond    | 80000000     | 80000000        | Active         | 10-1-76      |
| 8300000     | U.S. Bond    | 81000000     | 81000000        | Active         | 11-1-76      |
| 8400000     | U.S. Bond    | 82000000     | 82000000        | Active         | 12-1-76      |
| 8500000     | U.S. Bond    | 83000000     | 83000000        | Active         | 1-1-77       |
| 8600000     | U.S. Bond    | 84000000     | 84000000        | Active         | 2-1-77       |
| 8700000     | U.S. Bond    | 85000000     | 85000000        | Active         | 3-1-77       |
| 8800000     | U.S. Bond    | 86000000     | 86000000        | Active         | 4-1-77       |
| 8900000     | U.S. Bond    | 87000000     | 87000000        | Active         | 5-1-77       |
| 9000000     | U.S. Bond    | 88000000     | 88000000        | Active         | 6-1-77       |
| 9100000     | U.S. Bond    | 89000000     | 89000000        | Active         | 7-1-77       |
| 9200000     | U.S. Bond    | 90000000     | 90000000        | Active         | 8-1-77       |
| 9300000     | U.S. Bond    | 91000000     | 91000000        | Active         | 9-1-77       |
| 9400000     | U.S. Bond    | 92000000     | 92000000        | Active         | 10-1-77      |
| 9500000     | U.S. Bond    | 93000000     | 93000000        | Active         | 11-1-77      |
| 9600000     | U.S. Bond    | 94000000     | 94000000        | Active         | 12-1-77      |
| 9700000     | U.S. Bond    | 95000000     | 95000000        | Active         | 1-1-78       |
| 9800000     | U.S. Bond    | 96000000     | 96000000        | Active         | 2-1-78       |
| 9900000     | U.S. Bond    | 97000000     | 97000000        | Active         | 3-1-78       |
| 10000000    | U.S. Bond    | 98000000     | 98000000        | Active         | 4-1-78       |
| 10100000    | U.S. Bond    | 99000000     | 99000000        | Active         | 5-1-78       |
| 10200000    | U.S. Bond    | 100000000    | 100000000       | Active         | 6-1-78       |

Account No. Account Name Account Type Account Balance Account Status Account Date

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EXHIBIT B.

|                               |              |
|-------------------------------|--------------|
| CASH IN BANK                  |              |
| Chatterfield (from father)    | \$ 45,000.00 |
| Chatterfield                  |              |
| Chatterfield                  |              |
| MVA account                   | 850.00       |
| Support payment receivable    |              |
| from Ray Cahman               | 4,500.00     |
| miscellaneous shares of stock | 1,000.00     |

FINANCIAL STATEMENT  
 JOHN CAHMAN  
 FEBRUARY 27, 1987

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PROPERTY OF THE LAW

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY

DATE 8-02-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

Property of Cook County Clerk's Office

Wyle Guaranty Fund, Inc.  
548  
Suite 548  
60603  
82-8261

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COOK COUNTY CLERK'S OFFICE  
JUL 27 1989

Handwritten notes and signatures in the bottom left corner.