

CHICAGO, ILLINOIS, Aug 31 1989

*Theresa Gabulicko*

Third Principal Meridian, Cook County, Illinois.

Section 32 Township 42 North, Range 12 East of the

3815673

Property of Cook County

following described premises, to-wit: Unit No. 201 in the Regency Condominium No. 1 as delineated on the survey of part of the West Thirty (30) acres of the southwest quarter (1/4) of the southeast quarter (1/4) of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" in the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants of the Regency Condominium No. 1 registered in the office of the Registrar of Titles in Cook County, Illinois, as Document 311247 together with its undivided percentage interest in the common elements as set forth in said Declaration, as may be amended from time to time.

on the Certificate 149094 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

Certificate No. 149094 Document No. 3815673

3815673

UNIT 2-101  
WALKER  
E.B.

MT

Registrar's Office

and of the subject matter hereof.

A. That this Court has jurisdiction of the parties hereto

**DOH FINDS:**

all of the evidence and now being fully advised in the premises;  
 Petition for Dissolution of Marriage; and the Court having considered  
 of the Petitioner in support of the allegations contained in his  
 Respondent, and the Court having heard the testimony in open Court  
 Marriage of the Petitioner, and the appearance and response of the  
 on for hearing upon the duly verified Petition for Dissolution of  
 have this matter heard as an uncontested matter, and this cause came  
 represented by **LARRY S. WEBER**, and the parties having stipulated to  
**ANSANI & ANSANI**, and the Respondent, **SHERRY LYNN GARRIELATOS**, being  
 by and through his attorney, **THEODORE J. ANSANI**, of the Law Firm of  
**THIS DAY CAME AGAIN** the Petitioner, **KIMON S. GARRIELATOS**,

**JUDGMENT FOR DISSOLUTION OF MARRIAGE:**

NO. 89 D 766

IN RE: THE MARRIAGE OF  
**KIMON S. GARRIELATOS**,  
 Petitioner,  
 AND  
**SHERRY LYNN GARRIELATOS**,  
 Respondent.

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

STATE OF ILLINOIS )  
 ) SS )  
 COUNTY OF COOK )

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*Show last 9 appear*

of the maintenance of the parties, the respective rights of each party  
Settlement Agreement dated August 14, 1989, concerning the questions

F. That the parties hereto have entered into a Marital  
and Dissolution of Marriage Act, Section 401.  
Given, all in accordance with the provisions of the Illinois Marriage  
mental cruelty without cause or provocation to her by the Petitioner  
exist in that the Respondent has been guilty of extreme and repeated  
that grounds for the entry of a Judgment for Dissolution of Marriage  
cause lie in favor of the Petitioner and against the Respondent, and  
of a Judgment for Dissolution of Marriage, that the equities of this  
allegations of his Petition for Dissolution of Marriage for the entry  
E. That the Petitioner has substantially proven the material

the Petitioner is not presently pregnant.  
other children were born to or adopted by the parties hereto and that  
1982, and JENNIFER, age 3, having been born on July 21, 1986; that no  
of this marriage, namely: TERRY, age 7, having been born on July 29,  
D. That two (2) children were born to the parties as a result

County, Illinois.  
Chicago, Illinois, and that said marriage was registered in Cook  
C. That the parties were married on December 19, 1981 in  
preceding the making of the findings.

and residence in the State of Illinois for ninety (90) days next  
for Dissolution of Marriage was commenced and has maintained a domicile  
the State of Illinois and County of Cook at the time the Petition  
B. That the Petitioner was domiciled in and a resident of

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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, custody, child support 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; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

otherwise growing out of the marriage relationship between them;

children of the parties and any and all rights of property and  
respective rights to maintenance, right to support of said minor

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

pending and undetermined; and

Relations Division, as Case No. 89 D 000766, and said cause is now  
of Marriage in the Circuit Court of Cook County, Illinois, Domestic

WHEREAS, the husband has filed a Petition for Dissolution

together as husband and wife; and

are now, and have been estranged from each other, and are not living

WHEREAS, there has been mental cruelty between the parties who

marriage; and

marriage, and no children were adopted by them during the said

JERRY, age six (6); and JENNIFER, age two (2), were born of the

December 19, 1961 in Glenview, Illinois; and two (2) children, namely:

WHEREAS, the parties are now husband and wife, having married

W I T N E S S E T H :

and State of Illinois,

as the "HUSBAND", both of the Village of Glenview, County of Cook,

to as the "WIFE", and KIMON S. GARRIATOS, hereinafter referred to

1989, by and between SHIRRY LYNN GARRIATOS, hereinafter referred

THIS AGREEMENT, made this 14 day of AUGUST

A G R E E M E N T

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weeks beginning the first and fifteenth of every month. That further,

The husband is going to pay the sum of \$268.75 every two (2)

CHILD SUPPORT

11.

husband.  
possession of the children with reasonable visitation to the  
Agreement attached hereto. The wife shall have the physical  
minor children of the parties, pursuant to the Joint Parenting  
and wife shall have the care, custody, control and education of the  
The parties hereto mutually covenant and agree that the husband

CHILD CUSTODY AND VISITATION

agree as follows:  
and sufficiency of which is hereby acknowledged, the parties hereby  
contained and other good and valuable consideration, the receipt  
NOW, THEREFORE, in consideration of the mutual promises herein  
advised as to their rights in relation thereto.  
other of all property and income owned by them and are now fully  
respective attorneys, and each party has made full disclosure to the  
ANSANI, and the parties accordingly have had the advice of their  
WIREAS, the husband is represented by his attorney, THORRE J.  
hereafter by either of them; and  
in and to any property now owned by them or which may be acquired  
which either of them now has or may have hereafter, or claim to have  
against the other, and/or rights of any kind, nature or description  
which either of them now has or may hereafter have, or claim

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The husband shall be responsible for all extraordinary dental care and medical care for his minor children, and further, he will maintain his medical insurance coverage for them up until such time as they reach majority. The husband shall reimburse the wife for medical insurance for the year 1989 for pro rata cost for the two children. That in the year 1990 he will tender a copy of said medical insurance policy to the wife.

MEDICAL

V.

Each party will keep their own personal property as previously divided with the exception that each party will exchange titles to their vehicles as each party is in title to the other party's vehicle at this time.

PERSONAL PROPERTY

IV.

That the husband shall convey whatever interest he has in the mortal home at 10389 Deertown Road, Glenview, Illinois, by Quit Claim Deed at the time of the execution of the judgment for Dissolution of Marriage. The wife agrees that if she sells said home and does not purchase another home, fifty (50%) percent of the proceeds will be put in a trust in the name of the children.

REAL PROPERTY

III.

the husband will pay the cost of all school expenses for Jerry including registration fees and that he will do the same for Jennifer when she reaches school age.

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The Husband and Wife covenant and agree that, except as herein provided for in this Agreement, they will, and do hereby waive, remise and relinquish any and all claim of right, title and interest which they now have or might hereafter assert in and to the

MUTUAL WAIVER

IX.

The Wife hereby waives any and all claims of interest in said real estate and businesses, being restaurants and a video store, and 2400 West Chicago Avenue, Chicago, Illinois. Said businesses and real estate at 500 North Western, Chicago, Illinois business and real estate at 500 North Western, Chicago, Illinois. The Wife is aware that the Husband has certain interests in

HUSBAND'S REAL ESTATE AND BUSINESSES

VIII.

The Husband and Wife shall be responsible to contribute towards the college education of the two (2) minor children, if they so decide to go on to college, in such amounts as the Court decides at said time.

EXCATION

VII.

The Husband shall maintain the life insurance policy on his life in the sum of \$50,000.00 and will name his two minor children as beneficiaries of said policy until they have finished their college education.

LIFE INSURANCE

VI.

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hereo for any reason shall fail or refuse to execute any such parties in the manner therein agreed and provided. If either party the sole and separate ownership of the several properties of sold to carry out the purposes of this Agreement and establish of record acknowledge any and all documents which may be necessary or proper thereafter, at any time, from time to time, to execute and states in the respective parties hereto, as hereinafter provided and sufficient instruments necessary or proper to vest the title and acknowledge, upon the effective date of this Agreement, good and Each of the parties hereto hereby agrees to execute and with respect to each of them.

the said persons, and is believed by them to be fair and equitable by and between the parties hereto, and has been examined by each of This instrument contains whole and entire the agreement made

GENERAL PROVISIONS

XI.

Dissolution of Marriage.

of \$1,500.00 payable at the execution of the judgment for The husband shall pay the wife's attorney's fees in the sum

X.

and succession.

(whether past, present or future), dower, homestead, inheritance including but not limited by, alimony, support and maintenance ship heretofore existing between them or for any other cause, property of the other, real, personal or mixed, of whatsoever nature and whosoever situated, by reason of the marital relation-

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*Kimberly Lynn Cairns*  
 \_\_\_\_\_  
 KIMBERLY LYNN CAIRNS

*Kimberly Lynn Cairns*  
 \_\_\_\_\_  
 KIMON S. CAIRNS

documents, then this Agreement shall, and is expressly declared to, constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

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 execute the undertakings, be a charge against the estate of the person indebted. This Agreement shall be submitted to the Court for approval, and if approved, shall be of effect and binding only if such judgment is entered in said pending case.

IN WITNESS WHEREOF, the undersigned parties hereto declare that the terms of this Settlement Agreement, consisting of six pages, have been completely read and are fully understood and voluntarily accepted for the purpose of settling between themselves any and all past, present or future rights, claims or disputes.

D. Any rights, 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 the terms of this judgment.

C. That 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 those acts therein agreed to be done and performed by each of them.

That the parties hereto shall perform under the terms of said agreement of the parties hereto set forth herein as the judgment of this Court; each and with the same force and effect as if the said provisions were in approved and adopted as the Order of this Court to the same extent provisions of said Agreement are expressly ratified, confirmed, a part of this judgment for Dissolution of Marriage; and all of the dated August 14, 1989, and hereinabove set forth in full, is made

GABRIELATOS, Petitioner, and SHERRY LYNN GABRIELATOS, Respondent, B. That the Marital Separation Agreement between KIMON S. Marriage and Dissolution of Marriage Act.

State of Illinois in such cases made and provided being the Illinois be and the same are hereby dissolved pursuant to the Statute of the KIMON S. GABRIELATOS, and the Respondent, SHERRY LYNN GABRIELATOS,

and the bonds of matrimony heretofore existing between the Petitioner, A. That the parties are awarded a Dissolution of Marriage accordingly ordered, adjudged and decreed:

UPON THE POTION OF THE ATTORNEY FOR THE PETITIONER, it is

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mixed, of whatsoever kind or 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. Except for those provisions concerning custody, child support or welfare of the children, this judgment for Dissolution of Marriage and the agreement incorporated but not merged herein, shall not be modifiable by any subsequent court of competent jurisdiction, except upon the express written agreement of both parties.  
F. All child support payments to be made by KIMON S. GABRIELIATOS to SHERRY LYNN GABRIELIATOS, shall be made through the Clerk of the Court.  
G. This Court expressly retains the jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this judgment for Dissolution of Marriage, including all and singular the terms and provisions of the agreement made in writing by and between the parties hereto under the date of the day of August 14, 1989, as heretofore set forth.

ENTER: JUDGE  
DATE:

APPROVED:

Kimon S. Gabrielatos  
Kimon S. Gabrielatos

Sherry Lynn Gabrielatos  
Sherry Lynn Gabrielatos

THEODORE J. AYKANT  
MARRY S. AYKANT

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COURT AND VOUCHER THE TO SUBJECT TO THE

THIS ORDER IN THE MATTER OF THE COURT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*[Handwritten Signature]*

DATE

8-18-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

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ANSANI & ANSANI  
ATTORNEYS FOR PETITIONER  
1411 WEST PETERSON AVENUE  
SUITE 202  
PARK RIDGE, ILLINOIS 60068  
823-4600  
ATTORNEY NO. 80060

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COURT AND REMAIN UNDER THE CONTROL OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*Charles J. DeLoe*

DATE 8-18-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

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hpc  
NID*

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1989 AUG 21 AM 10:40  
CAROL ROSELEY BRAUN  
REGISTRAR OF TITLES

3818673

IDENTIFIED No.	Register of Tenses Title CAROL ROSELEY BRAUN
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*X Sherry Gabonebates  
10389 Dearlove, A  
Glenview Ill. 60025*