

UNOFFICIAL COPY

8801271237 5010200105

NO FEES
PAID 1/15/87

This day came again the Petitioner, JO ANNA MURDOCH, by her attorneys, JOHN G. O'BRIEN, and the Respondent, ALAN MURDOCH, and this cause came on for hearing by stipulation upon the Petition for Dissolution of Marriage of the Petitioner, and the Court having heard the testimony in open court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised in the premises, FINDS THAT:

JUDGMENT OF
DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF:
JO ANNA MURDOCH,
Petitioner,
and
ALAN MURDOCH,
Respondent

NO. 87 D 10264
10621

3830105

1/8001

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

ENTERED
OCT 31 1988
2910

STATE OF ILLINOIS)
)
SS)
)
COUNTY OF COOK

Atty. No. 70240

3830105

RECEIVED
CLERK'S OFFICE
10-13

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RE TITLE SERVICES

RE TITLE SERVICES

RE TITLE SERVICES

her petition for dissolution of marriage by substantial, competent H. The petitioner has proved the material allegations of

not practicable nor in the best interests of the family; irretrievably breakdown of their marriage and reconciliation is

than six months; irreconcilable differences have caused an G. The parties have lived separate and apart for more

be awarded to the parties; the best interests of the said minor children that joint custody

adopted by the parties and the wife is not pregnant; it is in and Lewis Alan Murdoch, born December 6, 1950; no children were

their marriage; namely, Melissa Murdoch, born September 9, 1978, F. Two children were born to the parties as a result of

Respondent is employed as a teacher; resides at 217 South Chestnut, Arlington Heights, IL; that

E. The Respondent is 38 years of age, and presently Petitioner is employed Teacher;

resides at 515 S. Evergreen, Arlington Heights, IL; that D. The Petitioner is 37 years of age, and presently

their marriage was registered at Gainesville, Florida; C. The parties were married on November 21, 1970, and

for ninety (90) days next preceding the making of the findings; commenced, and has maintained a residence in the State of Illinois

Illinois at the time the Petition for Dissolution of Marriage was B. The Petitioner was a resident in the State of

of the subject matter hereof; A. This Court has jurisdiction of the parties hereto and

5530105

UNOFFICIAL COPY

0 2 3 3 0 1 0 5

8801271239

Property of Cook County Clerk's Office

3830105

and relevant evidence; and that a judgment of dissolution of
 Marriage should be entered herein;

I. The parties hereto have entered into a Property
 Settlement Agreement dated the 5th day of June, 1988, concerning
 the questions of the maintenance of the parties, the respective
 rights of each party in and to the property, income or estate
 which either 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; it is not unconscionable and ought to receive the
 approval of this Court; and it is in words and figures as follows:

8801271240

and apart from each other.

between the parties, as a result of which they now live separate

Irreconcilable differences and difficulties have arisen

Gainesville, Florida.

on November 21, 1970 and said marriage was registered in

The parties are now husband and wife and lawfully married

this Agreement are:

The inducements leading to the execution and delivery of

of Cook and State of Illinois.

respectively as the "Wife" and the "Husband", both of the County

between Jo Anna Murdoch and Alan Murdoch, hereinafter referred to

_____, 1983, at Arlington Heights, Illinois, by and

This Agreement, made and entered into this 27th day of

PROPERTY SETTLEMENT AGREEMENT

Respondent.

ALAN MURDOCH

and

Petitioner,

JO ANNA MURDOCH

IN RE THE MARRIAGE OF:

NO. 87 D 10261

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

3830105

UNOFFICIAL COPY

0 2 9 4 0 1 0 5

The Wife has filed an action for Dissolution in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, which has been assigned and designated Case Number 87 D 10621, with the Husband as the named Respondent. The verified pleadings filed therein set forth the nature, cause and circumstances of this judicial proceeding, and said case remains pending and undetermined.

Without any collusion as to any contemplated dissolution the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

RIGHT OF ACTION

A. This Agreement is not one to obtain or stimulate a dissolution.

B. The husband reserves the right to prosecute any action for dissolution which he may hereafter bring and to defend any action which may be commenced by the wife. The wife reserves the right to prosecute any action for dissolution which she may hereafter bring and to defend any action which may be commenced by the husband.

CHILD CUSTODY AND VISITATION

A. Two children were born to the parties as a result of their marriage, namely Melissa Murdoch, born September 9, 1978 and Lewis Alan Murdoch, born December 6, 1980.

8801271241

3830105

UNOFFICIAL COPY

0 7 5 5 0 1 0 5

B. The parties agree that each is a fit and proper person to have the care, custody, control and education of the minor children, and therefore they agree that they shall have joint legal custody of said children and that both husband and wife shall use their best efforts to foster the respect, love and affection of the children towards each other and shall cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security that may be possible. The parties further agree that they shall cooperate in implementing visitation and vacation programs to accommodate the social and school commitments of the children.

C. The parties believe it to be in the best interests of said minor children that the Husband shall have the custodial care, custody, control and education of said minor children from January 1st to June 30th of each year. The parties further agree that the Wife shall have the custodial care, custody, control and education of the said minor children from July 1st to December 31st of each year. During the respective noncustodial periods, each party agrees that the other shall have the right to liberal visitation with the minor children upon reasonable notice to the other.

D. The parties further agree that the parties shall have the right to alternate visitation on legal holidays and birthdays. The parties also agree to alternate the Thanksgiving, Christmas and Easter School breaks each year. In addition, each

88D1271242

3836105

UNOFFICIAL COPY

0 7 3 3 0 1 0 5

party shall have the right to remove the children from the State of Illinois for vacation periods upon notice to the other party. The Husband shall have the right to an additional two (2) week vacation period with the children during the month of August each summer.

CHILD SUPPORT

In recognition of the roughly equal custodial arrangement as set forth in the previous paragraph and in further recognition of the similar incomes of both parties, the parties have agreed that they will split all medical, day care, tuition and clothing expenses equally and the party who has expended funds shall be entitled to reimbursement from the other party within fifteen (15) days after sending copies of appropriate bills to the other party. In addition, the ~~non-custodial parent~~ ^{Respondent} shall pay to the ~~custodial parent~~ ^{Petitioner} the sum of TWO HUNDRED (\$200.00) DOLLARS per month as and for child support directly and not through the Clerk of the Court.

MAINTENANCE

Each party waives any claim they may have to maintenance, whether, past, present or future.

MEDICAL BENEFITS AND COVERAGE

A. The parties shall pay for the hospital, surgical, optical, orthodontic, psychiatric and psychological care and for the extraordinary medical and dental care of the minor children. The term "extraordinary" shall include, but not by way of limitation, all teeth straightening, major dental work,

88D1271243

388105

psychological and psychiatric care, operations and services rendered as a result of serious accidents or illnesses requiring hospitalization or extended medical care, but shall not include routine check-ups and minor ailments.

LIFE INSURANCE

A. It is further agreed by and between the parties hereto that the parties agree to obtain and maintain in full force and effect a policy of life insurance designating the minor children of the parties as irrevocable beneficiaries of said policy effective with the date of this Agreement.

B. In connection with these policies the parties shall be required to do the following:

1. Pay the premiums when they become due;
2. Pay off or retire in full any outstanding loans on the policies and not borrow against those policies in the future;
3. Renew all term policies when required so as to keep them fully effective;
4. Do all other acts and execute all documents needed to keep those policies in full force and effect and to accomplish all matters set forth above.

EMANCIPATION EVENT

With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of

88D1271244

3836105

UNOFFICIAL COPY

0 0 0 0 0 1 0 5

any of the following, at which time the parties obligations for the children as detailed in this Agreement shall terminate:

1. A child's reaching majority or completing high school, whichever shall last occur;
2. A child's marriage;
3. A child's having a permanent residence away from the permanent residence of the custodial parent; a residence at boarding school, camp, trade school, hospital confinement or college is not to be deemed a residence away from the permanent residence of the custodial parent;
4. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;
5. A child's engaging in full-time employment, except that a child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete college as set forth in Article herein shall not be deemed an emancipation event;
6. A child's death.

PERSONAL PROPERTY

The parties have divided their furniture, furnishings, automobiles and personal property by agreement.

REAL PROPERTY

LOT THIRTEEN----- (13)
IN BLOCK NINE (9) OF ARLINGTON ADDITION TO ARLINGTON HEIGHTS,
A SUBDIVISION OF LOT TWELVE (12) (EXCEPT THE NORTH TWO AND
ONE-HALF (2 1/2) CHAINS OF THE EAST 2.0 CHAINS THEREOF) IN
SECTION 32, IN THE ASSESSOR'S DIVISION OF SECTIONS 29, 30,
31 AND 32 IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN.

Property Address: 545 S. Evergreen, Arlington Heights, IL 60005
Permanent Tax Index Number: 03-32-130-012

3830105

3830105

88D1271245

Wife.

545 South Evergreen, Arlington Heights - residence of

real property commonly known as:

The parties are the owners in joint tenancy of certain

Property of Cook County Clerk's Office

entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;

A child's having a permanent residence away from the permanent residence of the custodial parent; a residence at boarding school, camp, trade school, hospital confinement or college is not to be deemed a residence away from the permanent residence of the custodial parent;

A child's marriage;

A child's reaching majority or completing high school, whichever shall last occur;

any of the following, at which time the parties obligations for the children as detailed in this Agreement shall terminate:

3930105

UNOFFICIAL COPY

0 3 3 3 0 1 0 5

217 South Chestnut, Arlington Heights - residence of
Husband.

Each party agrees that they will keep up all the payments on mortgage liabilities, insurance, real estate taxes and the like on their respective piece of property.

The wife shall pay the husband the sum of \$38,500.00 dollars on the first to happen of the following events:

1. The sale of her residence.
2. Her remarriage.
3. The youngest child reaching his majority.

Each party shall quit claim their interest in the others residence on or before the date of entry of a Judgement for Dissolution of Marriage. Said payment shall be in full and final settlement of any and all claims either party has in and to the residence of the other.

FLORIDA PROPERTY

The parties are the owners of certain vacant property located in Brooksville, Florida. Said property shall be held until the youngest child reaches his majority. At that time said property shall be sold with the net proceeds divided equally between the parties. Each party shall contribute one-half of any

88D1271246

3830105

UNOFFICIAL COPY

0 0 3 3 0 1 0 5

expense for maintenance of said property.

RETIREMENT PLANS

Each party waives any right they may have in and to the other's retirement plan.

DEBTS AND OBLIGATIONS

Each of the parties shall be responsible for the outstanding debts and obligations incurred by him or her.

TAXES

In the event that any refund be allocated to the husband and wife jointly in connection with the income taxes paid for previous years, one-half (1/2) of any refund award shall be the property of the wife and the other one-half (1/2) shall be the property of the husband.

GENERAL PROVISIONS

1. Waiver of Rights in the Property of the Other.

Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each shall have and retain sole and exclusive right, title and interest, respectively,

88D1271247

3330105

UNOFFICIAL COPY

3830105

in and to each and all of the property in his or her respective control upon the date of this Agreement, including in said property all choses in action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

2. 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 interests 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 hereto.

3. Waiver of Additional Rights.

a. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator with the will annexed of 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. The estate of such deceased party, if he or she dies

88D1271248

3830105

UNOFFICIAL COPY

0 3 3 3 0 1 0 5

intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been 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 other than as herein provided; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligations of the other to comply with the terms of this Agreement, or of the rights of either party under this Agreement.

b. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relationship heretofore existing between the 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 hereinafter in any manner acquired by the other party and whether in that party's possession or not and whether said interests constitute an expectancy, whether vested or contingent; and each party further

8801271249

3830105

covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph, and further agrees that in the event any suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably 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 rights of either party under this Agreement.

4. Acknowledgment of Full Disclosure. Both parties hereby specifically represent, and it is upon such representation 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 to her, and each has fully examined the provisions contained herein and is satisfied with the legal provisions as set forth in this Agreement. The instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other and upon a complete and

3830105

8801271250

UNOFFICIAL COPY

0 1 0 3 0 1 0 5

thorough examination and review of all of the available records and financial statements of both parties.

5. Inclusion of Entire Agreement in Judgment. This Agreement constitutes the total agreement of the parties. In the event either party hereto at any time hereafter obtains a dissolution, and upon approval by a Court of competent jurisdiction, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference.

6. Binding Effect. This Agreement shall become effective and be binding upon the parties hereto only upon the entry of a Judgment for Dissolution of Marriage herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, heirs, administrators, executors, successors, assigns, devisees and grantees of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Jo Anna Murdoch
Jo Anna Murdoch

Alan P. Murdoch
Alan Murdoch

8801271251

3830105


UNOFFICIAL COPY

0 3 3 3 0 1 0 5

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters the undersigned certifies as aforesaid that they verily believe the same to be true.

Property of Cook County Clerk's Office


Joan Murdoch


Alan Murdoch

3830105

88D1271252

UNOFFICIAL COPY

0 0 0 3 0 1 0 5

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

1. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, JO ANNA MURDOCH, and the Respondent, ALAN MURDOCH, are hereby dissolved.

2. The Property Settlement Agreement between the Petitioner and the Respondent, dated January 19, 1988, and herinabove set forth in full, is made a part of this Judgment of 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.

3. 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.

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

3830105

88D-127-1252-A

UNOFFICIAL COPY

000000105

ESSEX ST 60501
1850 BRIDGE AVENUE
RENT ESCROW INDEX CENTER

Order #

expressly set forth in the aforesaid Agreement, is forever barred and terminated.

5. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Property Settlement Agreement made in writing between the parties hereto dated June 5, 1988, as hereinabove set forth.

ENTER:

[Handwritten Signature]
JUDGE

John G. O'Brien
2340 S. Arlington Hts. Rd.
Suite 400
Arlington Hts. IL 60005
(312) 593-5100
Atty. No. 70240

Property of Cook County Clerk's Office

3830105

88D1271253

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT WITH ADEQUATE THEREOF IS SUBJECT TO THE
COMPLIANCE WITH THE LAW

UNOFFICIAL COPY

*12/16/89
PDD*

3830105

1989 OCT -4 AM 10:07
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3830105

3830105

IDENTIFIED	NO.
	3830105
REGISTRAR OF TITLES CAROL MOSELEY BRAUN	
FEB 1	

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

Order # 810-13

Property of Cook County Clerk's Office

3830105

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9/15/89

Annelle Pucinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

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