

UNOFFICIAL COPY

CHICAGO, ILLINOIS 10-4-1989
INTERCOUNTY TITLE CO. OF ILLINOIS
120 WEST MADISON
CHICAGO, ILLINOIS 60602
BOX 97

[Handwritten signature]

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

2910-416-029

UP HERE

That part of LOT TWENTY FIVE, in Calumet Center Gardens 1st Addition hereinafter described, falling in the North Seven (7) Acres of Lot Four (4) in Kowl Van Vuren's Subdivision, ----- (25) In Block Two (2) in Calumet Center Gardens, 1st Addition, being a Subdivision of that part of the South Half (1/2) of the Southeast Quarter (1/4) of Section 10, Township 36 North, Range 14, East of the Third Principal Meridian, lying West of East line of West Eighty (80) rods thereof and that part of Lots Seven (7) and Eight (8) in Subdivision of parts of Lots Four (4), Five (5) and Six (6), in Van Vuren's Subdivision, lying East of East line of said West Eighty (80) rods.

You are directed to register the document hereto attached on the Certificate 1425330 indicated affecting the following described premises, to-wit:

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

Certificate No. 1425330
Document No. 3830179

3830179

Property of Cook County Clerk's Office

3830179

Attest: MORGAN M. FINLEY, Clerk.

~~RICHARD M. DALEY~~, Sheriff

JAMES E. O'GRADY
RICHARD M. DALEY, State's Attorney

PRESENT: - The Honorable RICHARD BERLAND, Judge of the Circuit Court of Cook County.

PLEAS, before the Honorable RICHARD BERLAND, 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 JUNE, 27th, 1888, and of the Independence of the United States of America, the two hundredth and TWELFTH

STATE OF ILLINOIS,
COUNTY OF COOK,
ss.

UNITED STATES OF AMERICA

THIS CAUSE coming on to be heard off the contested call upon the petition for dissolution of marriage of the petitioner, DINA MARSHALL, and the petitioner appearing in open court in her own proper person and by HAROLD RICHER, ESQ. of the law firm of FAGEL, HABER & MARAGOS as her attorney, and the Respondent, MICHAEL MARSHALL, having been personally served with summons and having appeared and responded by counsel, JOHN M. KING, ESQ., and the parties both being present in open court.

And the Court having heard the testimony of both parties, after having been duly sworn, and the Court having examined the documents submitted in evidence and having heard the arguments of counsel, and the Court being further fully advised in the premises and having examined and evaluated all of the evidence adduced in this matter on behalf of both of the parties hereto, and the Court being fully advised in the premises, BOTH FIND.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE: THE MARRIAGE OF:
 DINA MARSHALL
 Petitioner,
 and
 MICHAEL W. MARSHALL,
 Respondent.

87 D 18403

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

621058C

W. J. [Signature]
11/20/87

follows:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof; and at the commencement of the within action, both parties hereto were residents of the State of Illinois and County of Cook for more than 90 days prior to commencement of this action, and the making of the finding, and have so resided continuously since the filing of the petition for dissolution of Marriage.
2. That the parties were lawfully joined in marriage on September 6, 1981 at South Holland, Illinois and said marriage was registered in the office of the Clerk of Cook County at Chicago, Illinois.
3. That no children were born to or adopted by the parties hereto as a result of the marriage; that the petitioner is not presently pregnant.
4. That irreconcilable differences have caused the irrevocable breakdown of the marriage and further attempts at reconciliation would not be in the best interest of the parties; and the parties have stipulated and agreed to reduce the time of separation from 2 years to more than 6 months, the parties having separated on or about September 11, 1987.
5. That the parties hereto have entered into a written Property Settlement Agreement, which Agreement both parties testified they entered into freely and voluntarily and fully understand, and which Agreement the court finds not to be unconscionable, and which Agreement is in words and figures as follows:

3330179

1. That the parties hereto consider it to be to their best interests to fully settle the rights of property of the parties and other rights growing out of the marital or any other relationship now or previously existing between them, and to settle any rights which either of them now has or may hereafter have or

ly pending and undetermined.
 D. That the wife has filed against the husband an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, under docket Number 87 D 18403 which action is presently pending and undetermined.

hereto and that the wife is not presently pregnant.
 C. That no children were born to the parties as the issue of their marriage, that no children were adopted by the parties they now live separate and apart from each other.

as a result of which they separated on September 11, 1987 and
 B. Disagreement resulting from the irreconcilable differences and differences have arisen between the parties hereto, as a result of which they separated on September 11, 1987 and they now live separate and apart from each other.

September 6, 1981 at South Holland, Illinois and that said marriage was registered at Chicago, Cook County, Illinois.
 A. The parties hereto were lawfully married on

to as "Wife", both residing in Illinois.
 referred to as "Husband", and Dina Marshall (hereinafter referred to as "Wife", both residing in Illinois.
 April, 1988, by and between Michael W. Marshall (hereinafter referred to as "Husband"), and Dina Marshall (hereinafter referred to as "Wife", both residing in Illinois.

THIS AGREEMENT is made and entered into this 25th day of

PROPERTY SETTLEMENT AGREEMENT

6210638

Husband.

and defend any action which has been or may be commenced by the
 solution of marriage which she has brought or may hereafter bring
 bring. Wife reserves the right to prosecute any action for dis-
 bring and defend any action wife has brought or may hereafter
 dissolution of marriage which he has brought or may hereafter
 2. Husband reserves the right to prosecute any action for
 dissolution of marriage.

1. This Agreement is not one to obtain or to stimulate a

RIGHT OF ACTION

ARTICLE 1

has been fully informed of his or her respective rights.

the wealth, property, estate and income of the other, and each
 The parties also acknowledge that each has been fully informed of
 Husband has employed and had the benefit of counsel of John King.
 HAROLD RICHTER and the law firm of FAGEL, HABER & MARAGOS. The
 2. The wife has employed and had the benefit of counsel of

or claims in and to the estate of the other.

which may hereafter be acquired by either of them or any rights
 property of the other, whether real or personal, now owned or
 after have or claim to have against the other, or in or to any
 nature and description which either of them now has or may here-
 claim to have against the other, and all rights of every kind,

AGRI051HR #1

3830179

AGRI051HR F1

ARTICLE II

REAL ESTATE

1. The Husband shall be awarded the marital home of the parties, subject to the presently existing mortgage, located at 15234 Rivers, Dolton, Illinois.

2. The wife will execute a Quit Claim Deed to the Husband conveying all of her right, title and interest in and to said marital home and will execute any and all escrow assignments necessary to transfer the escrow deposits of the marital home to the Husband.

3. The husband will be responsible for the payment of the mortgage on the marital home and shall indemnify and save and hold the wife harmless from any liability thereunder.

ARTICLE III

PERSONAL PROPERTY

1. The wife shall be awarded, as her sole and separate property the following:

(a) All of the items of personally presently in her possession and the following: small cooler, fan, shelving unit, bedroom curtains, bike, wicker stool, half of the snack trays and folding chairs, punch bowl, jewelry box, stuffed toys, wedding proots, easter decorations, halloween decorations, comforter, books, plant pots, black dolls.

(b) Fur (Coyote) coat.

6710288



AGRI051HR F1

- (c) Charles Schwab (bal. app. \$1,331.00).
- (d) Profit Sharing & Pension Account with PSA (value app. \$11,659.00).
- (e) Employee Stock Option Plan (value app. \$5,471.00).
- (f) Balance in Credit Union Account (app amount \$1,000.00).
- (g) Ring and other jewelry.
- (h) Equitable IRA (value app \$2,302.00).
2. The Husband shall be awarded, as his sole and separate property, the following:
- (a) All of the items of personalty presently in his possession and the following: China, crystal, gas grill, wedding album, lamp in kitchen, wooden horse, half of the snack trays and folding chairs.
- (b) Cigna Account (bal app. \$2,280.00).
- (c) Savings Account (bal. app. \$200.00).
- (d) Motorcycle.
- (e) Schwab acct. (bal. app. \$1,331.00).
- (f) Equitable IRA (bal. app. \$935.00).
- (g) Credit Union acct. in the amount of \$2,050.00.
3. Each of the parties shall be responsible for their own debts incurred since the date of separation. The parties further state that there are no marital debts with the exception of the mortgage.

3830179

shall execute and deliver to the other party, any and all
 administrators, upon demand of the other, at any time hereafter,
 2. Each of the parties, his or her heirs, executors or ad-
 minis-
 trators, upon demand of the other, at any time hereafter,

tion.
 by a court of competent jurisdiction upon proper Notice and Peti-
 the parties, the matter of any such increase shall be determined
 increase or decrease. Unless any such increase is agreed to by
 those amounts if a material change in circumstances justifies an
 shall not preclude any increase or decrease of any or all of
 specific amounts for the support and maintenance of the children
 1. ~~the provisions of this agreement for the payment of~~

MISCELLANEOUS PROVISIONS

ARTICLE VI

forever barred from asserting any claims thereto.
 tenance against the other, past, present or future, and they are
 1. The husband and wife waive any and all claims to main-
 tenance against the other, past, present or future, and they are

WAIVER OF MAINTENANCE

ARTICLE V

their own attorneys' fees.
 1. Each of the parties hereto shall pay and be liable for

ATTORNEYS' FEES

ARTICLE IV

AGRT051HR P1

3830179



UNOFFICIAL COPY

0 3 9 3 0 1 7 9

-9-

instruments and documents as may be designed herein or as may be reasonably necessary to make effective the provisions of this agreement and to release his or her respective interest in any property belonging to or awarded 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. Except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive and quit claim to the other party hereto any and all claims and right dower and homestead and all property rights and claims which or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, or by reason of the marital relation now existing between the parties hereto or by virtue of any present or future law of any State of the United States of America or of any other country, in or to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns that he or she will never at any time sue the other party or his or her executors, heirs, administrators or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

3830179

AGR1051HR F1

Harold Richter, Esq.
Attorney for Petitioner
FAGEL, HABER & MARAGOS
140 South Dearborn Street
Suite 1400
Chicago, Illinois 60603
(312) 346-7500
Firm I.D. No. 90041

[SEAL]

[SEAL]

above written.

set their respective hands and seals the date and year first
IN WITNESS WHEREOF, the husband and the wife have hereunto

visions and the terms of this Agreement.
solution of Marriage, shall retain the right to enforce the pro-
tered in that case. The Court, on entry of the judgment for dis-
any validity unless a judgment for dissolution of marriage is en-
erence, but in no event shall this Agreement be effective or of
judgment for dissolution of Marriage, either directly or by ref-
and all of its provisions shall be incorporated into any such
pending between them and hereinafter referred to, this Agreement
after obtain a dissolution of marriage in the case presently
4. In the event the husband and the wife at any time here-

AGRI051HR F1

3830179

Harold Richter, Esq.
FAGEL, HABER & MARAGOS
140 South Dearborn Street
14th Floor
Chicago, Illinois 60603
(312) 346-7500

ENTERED
APR 27 1988
RICHARD
ND

DATE: _____

hereof.

D. The court reserves jurisdiction to enforce the terms

now owned or hereafter acquired.

or interest in and to the property of the other party, whether

parties is hereby forever barred from asserting any right, title

C. That except as otherwise provided herein, each of the

said Property Settlement Agreement as it fully set forth herein.

hereby ordered to carry into effect the terms and conditions of

Marriage as it fully set forth herein, and the parties hereto are

1988, is hereby made a part of this judgment for dissolution of

B. That the Property Settlement Agreement dated April 25,

matrimony heretofore existing between them.

awarded a dissolution of Marriage, hereby dissolving the bonds of

solution of Marriage is hereby granted and the parties are

A. That the petitioner, DINA MARSHALL's petition for dis-

as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

3830179

UNOFFICIAL COPY

(10-84) CCDCH-6 6 7 1 0 8 9 2 0 0 3 0 7 9

Clerk

Morgan M. Finley

day of JULY, 1988

the seal of said Court, in said County, this 14th,

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

and MICHAEL W. MARSHALL, defendant/respondent.

DINA MARSHALL, plaintiff/petitioner.

in a certain cause lately pending in said Court, between

.....
.....
.....
.....
.....
.....
.....
.....

and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT;

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect

STATE OF ILLINOIS,
COUNTY OF COOK
ss.

Property of Cook County Clerk's Office

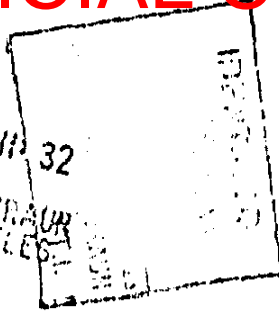
610E8C
3830179

UNOFFICIAL COPY

3830179

1
1425530
MVP

3830179



1989 OCT -4 AM 11:32
CAROL MOSELEY GRAUER
REGISTRAR OF TITLE

AMERICO COUNTY TITLE CO. OF ILLINOIS
120 W. 1ST MADISON
CHICAGO ILLINOIS 60601
BOX 97

A-24073

Property of Cook County Clerk's Office