

CHICAGO, ILLINOIS 10/13 1989

[Handwritten signature]

Third Principal Meridian, Cook County, Illinois.

Section _____ Township _____ North, Range _____ East of the

04-24-00-020
578 Woodland
Thousand

in Woodland Park, being a subdivision of that part of the Northwest Quarter (II) of the North East Quarter (II) of Section 24, Township 12 North, Range 12, East of the Third Principal Meridian, Tying West of the center line of Ward Road.

following described premises, to-wit:

on the Certificate _____ 144818 _____ indicated affecting the

You are directed to register the Document hereto attached

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

Certificate No. 144818 Document No. 3494789

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Property of Cook County Clerk's Office

3835310

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Attest: MORGAN M. FINLEY, Clerk.

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

PRESENT: The Honorable J. McNulty, Judge of the Circuit Court of Cook County.

PLEAS, before the Honorable J. McNulty, 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 29, 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

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follows:

submitted, and the agreement is in the words and figures as unconscionable and the court hereby approves the same as voluntarily by the parties hereto; that said agreement is not other matters; that said agreement was entered into freely and estate which either of them now owns or may hereafter acquire, and respective rights of each party in and to the property, income or violation and support of the minor children of the parties, the day of June, 1988, concerning the questions of custody,

Settlement Agreement and Joint Parenting Agreement dated this 1st

7. That the parties hereto have entered into a marital herein.

and that a judgment of dissolution of marriage should be entered of her petition by substantial, competent and relevant evidence; 6. That the Petitioner has proved the material allegations best interest of the parties herein.

attempts at reconciliation would be impracticable and not in the that past attempts at reconciliation have failed and that future caused the irretrievable breakdown of the marriage, and further, Petitioner and that irreconcilable differences and distinctions have and for a continuous period of six months prior to filing the separate and apart for a continuous period in excess of two years, marriage, namely, that Petitioner and Respondent have lived 5. That there exist grounds for dissolution of the

adopted by the parties, and the Petitioner is not now pregnant.

1972) and MEGAN LAURIE born on May 2, 1974. No children were result of said marriage, namely; SUMNER MICHAEL born August 15, 4. That two children were born to the parties hereto as a

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The wife has employed and has the benefit of John W. Boyles as her attorney. The parties acknowledge that each has been fully by either of them.

personal, and mixed, now owned or which may hereafter be acquired have in any property of every kind, nature, and description, real which either of them now has or may hereafter have or claim to growing out of the marriage relationship existing between them and inheritance rights, and all other rights of property and otherwise maintenance, property rights, dower rights, homestead rights, between themselves now and forever their respective rights as to The parties consider it to their best interests to settle 20, 1986, and they now live separate and apart from each other.

between the parties as a result of which they separated on April Irreconcilable difficulties and differences have arisen LAURIE born on May 2, 1974. The wife is not now pregnant. marriage, namely: SUMMER MICHELLE born August 15, 1972; and MEGAN Two children were born to the parties as a result of the January, 1972 at Columbus, Bartholomew County, Indiana.

The parties hereto were lawfully married on the 20th day of "Husband". "Wife", and MICHAEL W. CHANCE, hereinafter referred to as the by and between STEFANIE W. CHANCE, hereinafter referred to as the THIS AGREEMENT made this 1st day of June, 1988,

MARITAL SETTLEMENT AGREEMENT AND JOINT PARENTING AGREEMENT

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In the event the Circuit Court of Cook County, Illinois,

INCORPORATION OF AGREEMENT IN JUDGMENT

ARTICLE II

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

2. The Husband reserves the right to prosecute any action for divorce which he may hereafter bring and defend any action which may be commenced by the wife. The wife reserves the right to prosecute any action for divorce which she may hereafter bring or defend any action which may be commenced by the husband.

RIGHT OF ACTION

ARTICLE I

voluntarily agree as follows:

is hereby acknowledged, the parties do hereby freely and and valuable consideration, the receipt and authenticity of which promises and undertakings herein contained, and for other good NOW, THEREFORE, in consideration of the mutual and several obtain or stimulate a dissolution.

Each party acknowledges that this Agreement is not one to advised as to their rights in relation thereto.

derived therefrom and from all other sources, and are fully properties and assets owned by each of them and of the income Each party has made full disclosure to the other of all informed of the wealth, property, estate, and income of the other.

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of any interest or claim of the other party.
pension, profit-sharing plan, and/or credit union fees and clear
property, any right, interest or benefit in his or her respective
Each party shall keep as his or her sole and exclusive

PENSIONS, PROFIT-SHARING
PLANS, AND CREDIT UNIONS

ARTICLE IV

on, to-wit: April 20, 1986.
otherwise for family needs since to the separation of the parties
obligations which were incurred by her for necessities or
harmless and indemnified against all debts, liabilities and
2. The wife shall pay and save and hold the husband

separation of the parties on, to-wit: April 20, 1986.
the benefit of him for necessities or otherwise since the
every kind and nature whatsoever which were incurred by him for
and indemnified against all debts, liabilities and obligations of
1. The husband shall save and hold the wife free, harmless

except as otherwise provided herein:

DEBTS AND OBLIGATIONS

ARTICLE III

conclusive on the parties.
for dissolution of marriage and shall thereafter be binding and
agreed that this agreement shall be incorporated in said judgment
dissolution of marriage upon the evidence presented, then it is
seen fit to award either or both parties a judgment for

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This agreement shall be construed in accordance with the laws of the state of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment for dissolution of marriage holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and

CONSTRUCTION, ENFORCEMENT OR MODIFICATION OF AGREEMENT BY COURT AFTER ENTRY OF JUDGMENT

ARTICLE VII

Each of the parties acknowledge that he or she has been advised by his or her respective attorney as to the right to make the opposing party submit to written interrogatories and/or sworn depositions to gain discoverable information relative to the issues in their dissolution of marriage proceedings. The parties acknowledge that they have freely and voluntarily provided all such discoverable information to the opposing party; and each party acknowledges freely and voluntarily waiving any rights to require interrogatories and depositions.

WAIVER OF DEPOSITIONS

ARTICLE VI

STEPHANIE J. NOTINE.

The wife shall have the right to assume her maiden name of

NAME CHANGE

ARTICLE V

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1. Husband and wife agree that each is a fit and proper person to have the custody of their minor children, (SUMNER MICHLE and MEGAN LAURIE) and have decided that the care, custody, control and education of the children shall be joint with both of them, and with physical custody being split equally between the parties.

CHILD CUSTODY

ARTICLE IX

Each of the parties, his or her heirs, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make effective the provisions of the Agreement, and to release his or her respective interest in any property (real or personal) 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.

EXECUTION OF DOCUMENTS

ARTICLE VIII

The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties are residents of and domiciled in Illinois.

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other advised of the child(ren)'s status and progress in school. The wife and husband shall cooperate in keeping each

information regarding any such illness or injury. The wife shall advise the husband of any serious illness or injury suffered by the child(ren) as soon as possible after learning of same. The wife shall direct all doctors involved in the care and treatment of the child(ren) to give the husband

information regarding any such illness or injury. The husband shall advise the wife of any serious illness or injury suffered by the child(ren) as soon as possible after learning of same. The husband shall direct all doctors involved in the care and treatment of the child(ren) to give the wife

interest of the child(ren). The husband shall advise the wife of any serious illness or injury suffered by the child(ren) as soon as possible after learning of same. The husband shall direct all doctors involved in the care and treatment of the child(ren) to give the wife

maximum feeling of security that may be possible. Both husband and wife will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children that will give the children the

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happen in point of time or any of the following events:

event" shall occur or be deemed to have occurred upon the first to
with respect to the minor children, an "emanipation, an

2. Emancipation Events:

defined in paragraph 2.

such time as the child(ren) becomes emancipated as hereinafter
of all net income, as defined by statute, from all sources, until
(20%), or one-half, which equals ten per cent (10%) for one child
and one-half per cent (13 1/2%) for two children and twenty per cent
twenty-seven per cent (27%), or one-half, which equals thirteen
payments shall equal one-half of the statutory guidelines which is
and each month thereafter for a period of one year. Thereafter,

Discontinuation with the first payment to begin July, 1988

THE 1st of the month following an entry for judgment for
per child, namely SUMMER MICHELLE and MEGAN LAURIE, PAYABLE ON

children, the sum of Eight hundred Twenty-five DOLLARS (\$825.00)
Wife, as and for the support and maintenance of their minor

1. The husband covenants and agrees that he will pay to the

CHILD SUPPORT

ARTICLE XI

visitation with the minor children.

Each party shall have all reasonable and liberal rights of

VISITATION WITH CHILDREN

ARTICLE X

number where the child(ren) will be taken.

is given to the other party of the location, or address and phone
the child(ren) from the state of Illinois, as long as notification
custody or visitation with the minor child(ren), each may remove
7. The husband and wife both agree that in exercising

child(ren), educational status and progress.

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shall be solely entitled to claim the dependency exemption for the husband

4. The parties further covenant and agree that the husband

under the terms of this Agreement. any wage assignment pertaining to said child support payments Circuit Court of Cook County and the wife further agrees to waive support payments directly to the wife and not to the clerk of the 3. The wife agrees that the husband shall make all child

an emancipation event. employment during vacation or summer periods shall not be deemed employment, except that said child becoming engaged in full-time 5. Upon a child's becoming engaged in full-time

eighteen (18). that entry had not occurred upon his/her discharge prior to age forces and thereafter, as if such emancipation event by reason of terminated and notified upon his/her discharge from such armed United States, but the emancipation event shall be deemed

6. Upon a child's entry into the armed forces of the school or camp is not to be deemed a permanent residence.

child having a permanent residence. A residence at boarding (B) Upon a child's death; (C) Upon a child's marriage; (D) Upon a extended until the date that child graduates from high school; child's eighteenth (18th) birthday, the termination date shall be high school education in a normal progression of studies upon a years, except, that in the event that a child has not completed a 7. Upon a child attaining the age of eighteen (18)

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3. The Husband shall be responsible for any teeth and dental prophylaxis.

but shall not include routine check-ups, minor ailments drug supplies (except as required in the treatment of serious illness), hospitalization or extended medical care, oral or dental surgery, serious accidents or as a result of serious illness requiring limitation, operations and services rendered as a result of used in this paragraph shall include, but not by way of their emancipation as defined above. The term "extraordinary" as medical and dental expenses of the parties, minor children until 2. The Husband shall be responsible for the extraordinary

determined by said provision. employers and necessary and ordinary medical expenses shall be provision of the cost of insurance premiums as provided by dissolution the parties mutually agree that based upon the Marriage, and after five years from date of judgment of for five years after an entry of a judgment for dissolution of Husband shall pay 100% of all ordinary medical and dental expenses emancipation as defined above except as otherwise provided. dental expenses of the parties, minor children until their 1. The Husband agrees to pay for the ordinary medical and

MEDICAL AND DENTAL EXPENSES OF CHILDREN

ARTICLE XII

otherwise agreed to by the parties. returns beginning the tax year 1987 and thereafter unless minor child(ren) in the filing of his Federal and State income tax

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child's emancipation as defined under Article XI. medical insurance covering the parties' minor children until each 1. The husband agrees to maintain major and extraordinary

MEDICAL INSURANCE

ARTICLE XIII

writing, by the parties, from time to time. the financial ability of both parties, which may be modified in parties agree that the wife shall have responsibility based upon be predicated upon the husband's present ability to pay. That the 5. The husband's responsibility, under Article XII, shall

child may be impeded by the delay. not apply in cases of emergency where the life and health of a mutual obligation to consult in any of the above connections shall amount to be expended. It is understood by the parties that this to be provided, the times the services are to be provided and the children. The obligation to consult shall extend to the services orthodontics or psychiatric or psychological care for the minor medical or dental care or expenses for teeth straightening or other before either party incurs expenses related to extraordinary 4. Whenever possible, the parties shall consult with each

medical and dental expenses. expenses are not covered by insurance, as well as all ordinary care expenses of the parties' minor children to the extent such straightening or orthodontics and psychiatric or psychological

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H.C.

to evade his obligations under this Agreement or otherwise reduce
diminish or reduce the value of his holdings and assets in order
directly or indirectly that is deliberately calculated to exhaust,
2. The husband and/or wife shall not perform any act

funded by life insurance proceeds as provided in Article XVII.
be closed promptly. Said amount is limited to the excess, if any,
paid forth with so that the estate of the husband and/or wife can
current generally accepted accounting and actuarial practices and
option of the personal representative, may be capitalized with the
liabilities payable hereunder. The amount remaining due, at the
education expenses, medical, dental, optical and all other
with the obligation and a lien for the payment of all support,
1. The estate of the husband and/or wife shall be charged

SECURITY FOR SUPPORT AND RELATED MATTERS

ARTICLE XVII

life insurance policy.
shall notify the other party if there shall be a change in the
college education as provided in this Agreement. The parties
until each child shall have become emancipated or completed their
beneficiary as trustee for the benefit of the minor children,
as provided by employer, with the other party being the
The husband and wife shall maintain a life insurance policy,

LIFE INSURANCE

ARTICLE XVI

the parties' marriage.
costs in connection with the cause of action for dissolution of
The husband shall be responsible for the attorney's fees and

ATTORNEYS' FEES AND COSTS

ARTICLE XV

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OFFICIAL SEAL
NANCY J. BIRNBAUM
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 3, 1983

OFFICIAL SEAL
NANCY J. BIRNBAUM
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 3, 1983

Notary Public
[Signature]

Notary Public
[Signature]

Subscribed and sworn to before
me this 9th day of October,
1989.
[Signature]
Stephanie T. Chance

Subscribed and sworn to before
me this 9th day of October,
1989.
[Signature]
Michael W. Chance

4. Further, the undersigned sayeth not.

3. The undersigned hereby waive all rights they each may have under the above described ARTICLE XXIII, and hereby acknowledge that their agreement to have Michael W. Chance purchase the interest of Stephanie T. Chance in the above residence is a modification of the terms of ARTICLE XXIII, and that such modification is completely acceptable and satisfactory to each of them, and that each of them hereby indemnifies and holds harmless the Registrar of Titles for any action taken in reliance on this Affidavit.

2. The undersigned were unable to sell the above residence to a third party, and consequently have agreed that Michael W. Chance shall purchase from Stephanie T. Chance her interest in the above residence for a price of \$70,000.00.

PTIN: 04-24-200-020

1. The undersigned have been divorced pursuant to judgment for dissolution of marriage, Case No. 88D07262, Circuit Court of Cook County, Illinois, County Department, Divorce Division, Pursuant to ARTICLE XXIII of the Marital Settlement Agreement and Joint Parenting Agreement, which was incorporated into such judgment for dissolution of marriage, we agreed to list the residence at 578 Woodland Lane, Northfield, Cook County, Illinois, for sale, and to share the net sales proceeds. The above residence is legally described as follows:

Lot 31 in Woodland Park, being a subdivision of that part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

The undersigned, on each, hereby state as follows:

AFFIDAVIT

TO: Cook County, Illinois Registrar of Titles

[Signature]

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party.

the other and is hereby barred from maintenance from the other
Each party agrees to waive their right to maintenance from

MAINTENANCE

ARTICLE XX

agreement.

nominee, or wife and any third party as of the date of this
bank or depository and standing in her name or that of her
any interest of husband, all funds on deposit held by wife in any
2. Wife shall keep as her sole property, free and clear of

this agreement.

of the nominee, or husband and any third party as of the date of
husband in any bank or depository and standing in his name or that
of any interest of wife, all of the funds on deposit held by
1. Husband shall keep as his sole property, free and clear

BANK ACCOUNTS

ARTICLE XIX

furnishings, and fixtures.

and interest in and to the articles of household furniture,
assign, transfer and set over unto each other their right title
possession further covenant and agree that they will and do hereby
1. The parties' personal property, presently now in their

PERSONAL PROPERTY

ARTICLE XIII

the value of their estate.

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tax returns which may result from any possible income tax audit. Wife agrees to split equally any tax deficiencies, as well as any result of the filing of any joint tax returns. Both husband and tax audits and provide the other with information as needed as a Both parties agree to cooperate fully with the other on any

INCOME TAXES AND TAX RETURNS

ARTICLE XXII

paragraph.

either of the rights specified in and relinquished under this administrators, or assigns, for the purpose of enforcing any, or hereafter use the other party or his or her executor, administrators, and assigns, that he or she will never at any time for himself and herself and his or her heirs, executors, Both husband and wife herein forever covenants and agrees

now owned or hereafter acquired by such other party. the property of the other party, or his or her estate, together States of America, or of any other country, in and to, or against here to by any present or future law of any state of the United reason of the marital relations now existing between the parties hereafter have as husband, wife, widower, widow, or otherwise by other property rights and claims which he or she now has or may rights to maintenance, dower, homestead, inheritance, and all hereby forever waive, release and quitclaim to the other all except as herein provided, both the husband and the wife do

MUTUAL RELEASE

ARTICLE XXII

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months each calendar year.

(9) the children shall reside on a daily basis for approximately six (6) months each year. MICHABL shall be the residential parent with whom the minor children shall reside during the calendar year. Subject to the terms of this Article, the children shall be the residential parent with whom the minor children shall reside on a daily basis for approximately six (6) months each year. Subject to the terms of this Article, STEPHANIE shall be the residential parent with whom the minor children shall reside on a daily basis for approximately six (6) months each year. The parties agree that they shall have joint legal custody of the children of the parties. The parties acknowledge the continuing need of the minor children for close contact with both parents. The parties agree that they shall have joint legal custody of the children of the parties. The parties acknowledge the continuing need of the minor children for close contact with both parents. 1. The parties hereto mutually covenant and agree that each

JOINT PARENTING AGREEMENT

ARTICLE XXIV

the wife and husband. and the balance of the proceeds shall be divided equally between attorney's fees, if any, and real estate commission shall be paid, sale of the residence, the then existing balance of the mortgage, with a licensed real estate broker for sale. Subsequent to the upon agreement of the parties, the residence has been listed use and occupancy of said premises.

under the terms of this Agreement, the wife shall have exclusive until such time as the residence is sold, or required to be sold, located at 578 Woodland Lane, Northfield, Cook County, Illinois. acquired ownership in joint tenancy to their marital residence during the continuation of their marriage, the parties

REAL PROPERTY

ARTICLE XXIII

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consider the plans and activities of the minor children when children are residing with the other party. The parties agree to such times as they shall agree to from time to time while the of reasonable and liberal visitation with the minor children as 3. The parties agree that each of them shall have the right

children. subject to those continuing activities or needs of the minor children while the minor children are in their respective homes, retain the right to make day to day decisions concerning the minor upon a mediator. Notwithstanding the foregoing, each party shall appoint one person, and the two persons so appointed shall agree the parties cannot agree upon a mediator, then they shall each professional or non-professional, agreed upon by the parties. If thereafter, court proceedings, the mediator may be any person, responsible for instituting mediation and, if necessary, seriously objecting to the plan of the other party shall be parties are unable to reach accord on a major decision, the party be shared equally by the parties. If, after discussion, the of competent jurisdiction. The costs of mediation, if any, shall an attempt to resolve the dispute prior to proceeding in any court children, or any of them, that they shall enter into mediation in education, religious training or general welfare of the minor cannot agree on the major decisions affecting the health, decision being made. The parties agree that in the event they the general welfare of the minor children prior to any major affecting the health, education, welfare, religious training and 2. The parties agree to discuss the major decisions

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being of the children.

visitors, and any other individuals directly related to the well have direct access to the children, doctors, dentists, teachers, children, a medical, dental and school records. Each party shall and welfare, and each party shall be given direct access to the children, a grades, progress in school, summer activities, health 6. Each party shall keep the other fully advised of the

emergency.

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

maximum feeling of security.

fully in implementing a relationship giving the children the and attention of the children toward each other and will cooperate that they will use their best efforts to foster the respect, love 4. The parties hereto further mutually covenant and agree

cost of transporting the children.

pursuant to this agreement, shall be solely responsible for the transported to or from visitation or for a change in residence, the children. The party to whom the children are being made in such a way as to accommodate the needs of the parties and scheduling any extended visitation. All visitation plans shall be

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STEPHANIE J. CHANGE
WIFE

MICHAEL W. CHANGE
Husband

Michael W. Change
Stephanie J. Change

their signatures on the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed

best interests of the children.

revisions to this Article which are beneficial to them and in the

of either party, and the parties shall attempt to agree on any

7. This Article shall be reviewable annually at the request

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Notary Public

[Signature]

1985

Given under my hand and seal this 15 day of June

I, the undersigned, a Notary Public, in and for the said county in the state aforesaid, do hereby certify that STEFANIE W. CHANCE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

3832316

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Notary Public

[Signature]

1988

Given under my hand and seal this 1st day of June

I, the undersigned, a Notary Public, in and for the said County in the State aforesaid, do hereby certify that MICHAEL W. CHANCE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS

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JOHN W. BOYLES
Attorney for Petitioner
4711 Golf Road, Suite 403
Skokie, IL 60076
(312) 674-3080
Atty No. 23190

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Handwritten signature

APPROVED:

~~ENTERED
JUN 29 1988
J. MC NULTY 479~~

ENTER:

D. 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 marital Settlement Agreement and Joint Parenting Agreement incorporated in this judgment.

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(10-84) CCDCH-6

Clerk

Morgan M. Finley

day of June 19 88

the seal of said Court, in said County, this 30th

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

and MICHAEL W. CHANCE defendant/respondent.

STEFANIE T. CHANCE 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

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1983 OCT 13 AM 9 54
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED No	Stock
CAROL MOSELEY BRAUN	

JOSEPH C. JOHNSON
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