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Certificate No. 1289263 Document No. 3846700

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the certificate 1289263 indicated affecting the
following described premises, to-wit:

Lot 32 and Lot 33 in Warren J. Peters' Friendly Oaks Subdivision, being a
Subdivision of the West 1/2 of the Northwest 1/4 of Section 21, Township 36
North, Range 13, East of the Third Principal Meridian, in Cook County,
Illinois, excepting therefrom that part heretofore dedicated for public
highway by document number 111,619, according to plat of said subdivision
registered in the Office of the Registrar of Titles of Cook County,
Illinois, on April 12, 1957, as document number 1732808, in Cook County,
Illinois.

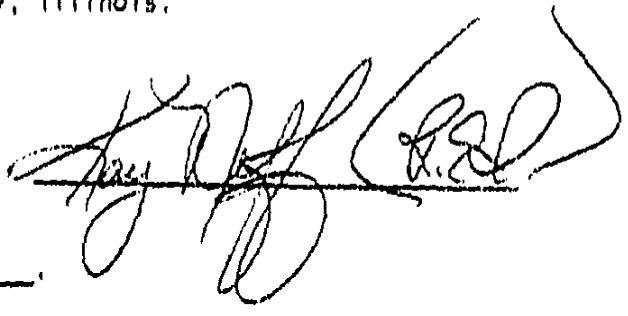
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28-21-121-007+006

5433 Jamie Court
Oak Forest, IL

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

CHICAGO, ILLINOIS 12/12 1992



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3308

(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

In Re the Marriage of

Arlene Small,

plaintiff

v.

Robert Small,

defendant

NO. 84 D 584

RELEASE (SATISFACTION) OF JUDGMENT

Arlene Small

the

judgment creditor

(Judgment creditor)

(assignee of record)

(legal representative)

having received full satisfaction

and payment, releases the judgment entered on August 25, 1989

against defendant Robert Small for

\$ 30,488.00 and costs.

5433 Jamie Lane, Oak Forest, IL 60452

(Address of Judgment Debtor)

10-12 19 89

Arlene Small

Approved:

Attorney of record

Name #27295
MEDARD M. NARKO & ASSOCIATES
Attorney for Respondent
Address 15000 S. Cicero, Chicago, IL 60655
City Oak Forest, IL 60452
Telephone 687-5500

MORGAN M. PINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

100 100 100

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Property of Cook County Clerk's Office

ALL INFORMATION ON THIS NOTICE IS TO BE CORRECT.

DATE 12-12-87
Audrey L. ...

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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11/20/89

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11/20/89

Annalisa 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

UNOFFICIAL COPY

3308

(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:

ARLENE SMALL,

plaintiff

v.

ROBERT SMALL,

defendant

NO. 84 D. 584

RE TITLE CURBANTY ORDER # C-33367

RELEASE (SATISFACTION) OF JUDGMENT

..... E. William Bedrava the Judgment creditor
(Judgment creditor) (assigned of record)

....., having received full satisfaction
(legal representative)

and payment, releases the judgment entered on November 16, 1988 ..
against defendant ... the Respondent, Robert Small for
\$ 1,627.00 and costs.

5433 N. Jamie Lane
(Address of Judgment Debtor)
Oak Forest, IL 60452

October 4, 1989

Approved:

Attorney of record

#20961
Name E. William Bedrava
Attorney for Respondent
Address 2021 Midwest Road Suite 202
City Oak Brook, IL 60521
Telephone 312/932-7570

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11/20/89

Aurelia Pucinski
Clerk

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
PENALTIES OF THE LAW

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF
 ARLENE SMALL,
 petitioner,
 and
 v.
 ROBERT SMALL,
 respondent.

NO. 84 D 584

Property of Cook County Clerk

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AGREED ORDER

This matter coming on to be heard by agreement of the parties;

And the Court having been advised and the parties acknowledge that the wife has received an advance from the funds held by the Sargent and Lundy Investment Plan;

And the Court being further advised that the parties having intended to accommodate the advance through an amendment to the Sargent and Lundy Investment Plan;

And the Plan being unable to fully accommodate the intent of the parties;

And the Court being further advised that the parties having agreed as to an equitable revision of Article III and Article VII of the Judgment of Dissolution of Marriage entered November 16, 1988.

IT IS HEREBY ORDERED as follows::

1. Article III, Paragraph 1 of the Judgment of Dissolution is amended to read as follows:

ARTICLE III
REAL ESTATE

1. The parties have agreed that the value of the marital residence located at 5433 Jamie Lane, Oak Forest, Illinois, was \$112,000.00 on November 16, 1988. In addition, the principal balance remaining on the mortgage of the marital residence on November 16, 1988 was \$35,424.00. It is agreed by and between the parties that ROBERT SMALL shall pay to ARLENE SMALL as and for her share of the equity in the marital residence one-half the value as of November 16, 1988 less the outstanding mortgage balance as of November 16, 1988 and less a 5% real estate commission. ARLENE SMALL agrees to execute all necessary documents to quit claim her interest to ROBERT SMALL in the marital residence at 5433 Jamie Lane, Oak Forest, Illinois to ROBERT SMALL. Then ROBERT SMALL shall pay to ARLENE SMALL the sum of \$35,400.00 as her equity in the marital residence as soon as funds are made available to ROBERT SMALL from the First National Bank of Chicago Loan to Robert Small. Further ROBERT SMALL shall be solely responsible for repayment of said loan and shall hold ARLENE SMALL harmless for any liabilities incurred by ARLENE SMALL as a consequence of said loan.

Atty No. 27295
 Name Medard M. Narko & Associates
 Respondent
 Attorney for 15000 S. Cicero Avenue
 Address Oak Forest, IL 60452
 City (312) 607-5500
 Telephone

ENTERED
 19.....
 ENTER: AUG 25 1989
 JUDGE E. PLUSDRAK 089
 Judge Judge's No.

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10/30/89

Aurelia Puciacki

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

PLISSOR

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF
ARLENE SMALL,
petitioner,
and
v.
ROBERT SMALL,
respondent.

NO. 84 D 584

AGREED ORDER

2. Article VII, Paragraph 1 of the Judgment of Dissolution is amended to read as follows:

ARTICLE VII
HUSBAND'S SAVINGS INVESTMENT
PLAN AND PENSION FUND

1. That the Husband is a participant in a savings-investment plan - 401k plan through his employment at Sargent Lundy. A Qualified Domestic Relations Order shall be entered in the above-referenced case. Said order shall provide that the Wife shall receive fifty percent (50%) of the value of said plan as of November 30, 1988. The Wife shall be permitted to withdraw her portion of said Plan in such a manner as is consistent with the terms and conditions of said Plan agreement.

The Wife acknowledges the payment of an advance as to her receipt of funds.

ARLENE SMALL shall pay the sum of \$5000.00 to ROBERT SMALL out of the funds obtained from her share of the equity in the marital residence located at 5433 Jamie Court, Oak Forest, Illinois as set out in Article III. This sum represents full and complete satisfaction of repayment of funds advanced to ARLENE SMALL out of her share of ROBERT SMALL'S Savings Investment Plan.

The net result of the foregoing amendments is that ROBERT SMALL shall pay the sum of \$30,408.00 to ARLENE SMALL. Each party acknowledges that this agreement constitutes a full and complete settlement of the real property rights and pension rights of the parties.

Robert Small
ROBERT SMALL

Arlene Small
ARLENE SMALL

Atty No. 27295
Name Medard M. Narko & Associates
Attorney for Respondent
Address 15000 S. Cicero Avenue
Oak Forest, IL 60452
City (312) 687-6600
Telephone

ENTERED
AUG 25 1989
JUDGE E. PLUSDRAK, Q69

..... 19.....
ENTER:
.....
Judge Judge's No.

3816700

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10/30/89

Aurelia Pacinski
10/30

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

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

IN RE: THE MARRIAGE OF
ARLENE SMALL,
Petitioner,

and

ROBERT SMALL,
Respondent.

No. 84 D 584

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come up for hearing upon the Petition for Dissolution of the Marriage by Petitioner, ARLENE SMALL, and the Response and Appearance filed by the Respondent, ROBERT SMALL, and the written Stipulation of the parties to have this matter heard as in cases of default, the Petitioner, ARLENE SMALL, appearing in her own proper person and by Gerald B. Saltzberg, her attorney, and the Respondent, ROBERT SMALL, appearing in his own person and by E. William Bedrava, his attorney.

And the Court having heard the sworn testimony of the witnesses taken in Open Court, (a certificate of which is filed herein), and the Court considering all the evidence and being fully advised in the premises, DOETH FINDS:

1. That at the commencement of the within action, the Petitioner and the Respondent were residents and domiciled in the State of Illinois and have maintained said residence and domicile for at least 90 days preceding the entry of the within Judgment for Dissolution of Marriage and 90 days next preceding the making of the finding of this cause.

2. The Court has jurisdiction of the parties hereto and the subject matter hereof.

RETRIEVAL NUMBER C-33367

*Shaw M. ...
Adm. ...*

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3. The Petitioner and the Respondent were lawfully joined in marriage on September 5, 1959, in Posen, Illinois and lived and cohabited together as husband and wife until on or about October 30, 1982, at which time the parties ceased living together as husband and wife through no fault on the part of the Petitioner. That during the time the Petitioner and the Respondent lived together as husband and wife, the Petitioner conducted herself toward the Respondent in a manner well becoming a good, faithful and affectionate wife.

4. That four children were born to the parties hereto as a result of their marriage, namely: Mary Small, born July 7, 1969; Robert Small, born October 15, 1970; Steven Small, born December 30, 1971; and James Small, born April 18, 1977; and that no other children were born to or adopted by the parties hereto as a result of their marriage.

5. That the Petitioner and Respondent have lived separate and apart for a continuous period in excess of 6 months and that irreconcilable differences have occurred between the parties and that the marriage of the parties has irretrievably broken down. That efforts at reconciliation have failed (or future attempts at reconciliation will be impracticable and not in the best interest of the family).

6. That the Petitioner and the Respondent have entered into a Property Settlement Agreement between themselves settling all questions of maintenance and property rights, child custody, child support and visitation; that said Agreement was testified into evidence and that by leave of Court is to be made part of

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this Judgment for Dissolution of Marriage and is set forth in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 16th day of November, 1988, by and between ARLENE SMALL, herein after referred to as Wife, and ROBERT SMALL, hereinafter referred to as Husband,

W I T N E S S E T H

WHEREAS, the Wife and Husband were married to each other on September 5, 1959, and, as a result of certain circumstances they are now living separate and apart from each other and there are proceedings pending for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, styled In Re: The Marriage of Arlene Small, Petitioner, and Robert Small, Respondent (Case Number 84 D 584); and

WHEREAS, there were four (4) children born to the marriage of the Wife and Husband, namely: MARY SMALL, born July 7, 1969; ROBERT SMALL, born October 15, 1970; STEVEN SMALL, born December 30, 1971; and JAMES SMALL, born April 18, 1977; and

WHEREAS, there were no children adopted to the marriage of the parties, and the Wife is not presently pregnant; and

WHEREAS, the Wife is presently employed by Cook County Adult Probation and is in receipt of an annual gross income of approximately \$20,866.00; and

WHEREAS, the Husband is presently employed by SARGENT & LUNDY and is in receipt of an annual gross income of approximately \$106,000.00, including an annual bonus; and

WHEREAS, the parties have accumulated certain marital assets including, but not limited to: the former marital home which is commonly known as 5433 Jamie Lane, Oak Forest, Illinois 60452;

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ARTICLE II

CUSTODY OF MINOR CHILDREN

1. The parties shall have joint custody of the minor children, ROBERT, STEVEN, and JAMES. It is understood and agreed that the children shall reside in both the home of the Wife and the home of the Husband but the time spent in each home shall be determined by the parties from time to time.

It is further agreed that the determination as to what time each child shall spend in each home shall be made with the best interests of the children being the primary consideration and that the wishes of each child shall be given appropriate weight in making such determination.

2. It is acknowledged by the parties that, although they have lived separate and apart from each other for a period of several years, they have heretofore been able to amicably arrange for a division of time to be spent by each child in residing with each parent.

3. It is further agreed that neither the Wife nor the Husband shall cause any of the minor children to transfer from his present school to any other school without the consent of the other.

4. Further, it is agreed that neither the Wife nor the Husband shall consent to any major medical procedure or surgery to be performed for or on any of the minor children without the consent of the other except in the event of an emergency wherein the life or well being of the child would be endangered by delay occasioned in obtaining such consent.

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5. The Wife and Husband shall keep each other advised as to the general, academic, social and emotional development of each child during such time as such child is in residency with the her or him and shall further, at all reasonable times, permit liberal contact between parent and child.

ARTICLE III

REAL ESTATE

1. That, immediately upon entry of a Judgment for Dissolution of Marriage in the aforesaid proceedings, the parties shall place the marital home which is commonly known as 5433 Jamie Lane, Oak Forest, Illinois 60452 for sale. The property shall be sold at a price of mutually acceptable to the Husband and Wife and, following the payment of all customary costs of sale including, but not necessarily limited to, real estates broker's commission, title insurance costs, survey fees, transfer taxes, recording fees, reasonable attorney's fees and any all other reasonable costs attended to the sale of said property, the net proceeds from said sale shall be divided equally between the parties.

2. It is further agreed that any tax and insurance escrow which remains on deposit with the mortgage lender of the parties shall, to the extent the same has not already been presumed, be applied to the remaining principal balance due and owing on any mortgage on said property.

3. To the extent that the Wife shall have acquired any equitable or legal interest in any real property during the pendency of the aforesaid action for Dissolution of Marriage, the

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Husband waives and disclaims any right, title, claim or interest in such real property in which the Wife may have an equitable or legal interest.

4. Each of the parties represents to the other that he or she has no beneficial interest in any land trust which holds title to any real property for his or her benefit.

ARTICLE IV

STOCKS, BONDS AND OTHER SECURITIES

Each of the parties represents to the other that he or she owns no stocks, bonds or other securities and that he or she is not the beneficiary of any trust which holds, as owners any stocks, bonds or other securities except that the Husband is the beneficiary of a savings investment plan and a pension plan through his employment at SARGENT & LUNDY.

ARTICLE V

AUTOMOBILES

1. Upon the entry of a Judgment for Dissolution of Marriage, each of the parties shall execute and deliver to the other all necessary title documents and other documents and/or instruments necessary to convey full ownership of automobiles as follows:

- a. To the Wife - A 1986 Pontiac Sunbird automobile.
- b. To the Husband - A 1986 Oldsmobile automobile and a 1987 Ford Escort LX automobile.

2. Upon the entry of a judgment, neither party shall have any further right, title, claim or interest in or to the automobile of the other.

3. Each party shall hold the other harmless from any liability for any loan balance due and owing for the purchase of his or her automobile or any liability arising out of the use or operation of his or her automobile.

4. Each of the parties represents to the other that he or she has no ownership of, nor interest in, any automobile or other motor vehicle except for those two automobiles specifically mentioned above...

ARTICLE VI

HOUSEHOLD FURNITURE AND FURNISHINGS

JEWELRY AND PERSONAL EFFECTS

1. The Wife shall retain as her personal property, exclusive of any right, title, claim or interest of the Husband, any and all household furniture and furnishings, jewelry and personal effects presently in her possession.

2. The Husband shall retain as his personal property, exclusive of any right, title, claim or interest of the Wife, any and all household furniture and furnishings, jewelry and personal effects presently in his possession.

ARTICLE VII

HUSBAND'S SAVINGS INVESTMENT

PLAN AND PENSION FUND

1. That the Husband is a participant in a savings investment plan-401K plan through his employment at SARGENT LUNDY. Upon entry of any Judgment for Dissolution of Marriage, a qualified domestic relations order shall be entered. Said order shall provide that the Wife shall receive fifty percent (50%) of

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the value of said plan, less \$10,000 previously paid to her, as constituted on the thirty-first (31st) of August, 1988. The Wife shall be permitted to withdraw her portion of said plan in such a manner as is consistent with the terms and conditions of said plan agreement.

2. The Wife acknowledges that she has been fully informed of the Husband's pension benefits provided to him by the SARGENT & LUNDY RETIREMENT PLAN (a defined benefit pension plan), and she does hereby irrevocably waive, release and relinquish any and all right, title, claim or interest she may have in or to the same. She does expressly hereby assign any and all right, title, claim and interest in said pension plan to the Husband.

3. The parties hereto agree that the present value (as of December 31, 1986) of the Husband's aforesaid pension plan was approximately \$40,000.

4. Except as otherwise expressly hereinabove stated, each of the parties represents and warrants to the other that neither he nor she is the owner of any Individual Retirement Account, Keough Account, Profit Sharing Plan, Pension Fund or other deferred compensation funds, accounts or benefits and neither of them is the beneficiary of any trust established to provide deferred compensation or pension benefits to him or her.

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ARTICLE VIII

MEDICAL INSURANCE AND EXPENSES

AND LIFE INSURANCE

1. Subject to termination as provided by Illinois law, as child support, the Husband shall pay all medical expenses of the children during their respective minorities and for so long as they shall continue their education beyond high school; but not beyond the age of twenty-three (23) years of any child. For purposes of this agreement, the term "extraordinary medical expense" shall include all surgical, therapeutic, and medical procedures beyond routine office calls and examinations. It shall also include all orthodontic treatments and procedures and the costs of prosthetic devices

2. To assure the payment of the aforesaid expenses, the Husband shall also pay, as child support, all medical insurance premiums required to maintain medical insurance for the children of the parties for such period of time as prescribed in paragraph one (1) of this Article.

3. The Husband shall maintain at his own expense, as child support, for that period of time proscribed in paragraph one (1) of this Article, the full amount of life insurance on his life which is maintained, from time to time, through his employer, SARGENT & LUNDY. It is agreed that such insurance shall not be less than \$200,000. It is further agreed that the Wife shall be maintained as the beneficiary of such insurance but that proceeds of such life insurance shall be used for the benefit of the children of the parties.

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4. The Husband shall pay for the Wife, as maintenance, the cost of medical insurance coverage as provided by SARGENT & LUNDY, for so long as the Wife shall be permitted to continue such coverage following the entry of a Judgment for Dissolution of Marriage. Thereafter, the Husband shall pay, as maintenance, the cost of HMO coverage for the Wife for the remainder of the lifetime of the Wife. Such obligation for the Husband to pay medical insurance premiums or HMO costs for the Wife shall terminate upon the death of the Husband.

ARTICLE IX

CHILD SUPPORT

1. Subject to termination as provided by Illinois law, as child support, the Husband shall pay the following:

- a. His share of the children' medical expenses and medical insurance as provided in Article VIII above;
- b. All of the children' post high school expenses as provided in Article X below;
- c. Costs for maintaining certain levels of life insurance as provided in Article VIII above;
- d. Costs for maintaining appropriate facilities at his residence, food, clothing, utilities and miscellaneous expenses for MARY, ROBERT, STEVEN, and JAMES while residing with him.
- e. In addition to the foregoing, the Husband shall pay to the Wife the sum of \$500 per month, as child support, until the youngest child, JAMES, shall have attained age of eighteen (18) years two (2) months. Such support payments shall be for the benefit of all minor children of the parties but there shall be no partial abatements in support payments as ROBERT and STEVEN reach their majority ages.

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Except as specifically provided in this Article, the Wife shall pay from her own resources (including funds from maintenance payments to her as provided in Article XI below) all expenses with respect to the children.

ARTICLE X

POST HIGH SCHOOL EXPENSES

1. The Husband shall be responsible for the payment of such expenses as shall be reasonably necessary to provide each of the children with a post high school education.

2. The term "expenses" as employed in this Article shall include tuition, room, board, books, activity fees and transportation expenses which may be reasonably incurred by a child in attending an accredited college, university or trade school following completion of high school.

3. The term "reasonably necessary" as employed in this Article shall mean such expenses as are normally incurred by a student attending such school as a child of the parties shall attend. Further, it is understood that should a state college university or trade school provide an education of comparable quality to that of a private school, preference shall be given to the child attending the state school if such would represent a lesser expense to the Husband.

4. It is further agreed that the Husband's obligation shall be limited to the payment of expenses to the extent that the same cannot be readily paid from each respective child's own financial resources including but not limited to, scholarships, grants, and income.

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ARTICLE XI

MAINTENANCE FOR WIFE

1. Commencing with the entry of a Judgment for Dissolution of Marriage in the aforesaid pending cause of action between the parties, the Husband shall pay to the Wife the sum of \$1,400 per month as and for maintenance. Such payments of maintenance shall continue to and through the month of July, 1997.

2. All payments of maintenance to the Wife shall abate in the event of the Wife's death or remarriage.

3. Such payments of maintenance to the Wife shall be made on the tenth (10th) and twenty-fifth (25th) of each month.

ARTICLE XII

TAX CONSIDERATIONS AND CONSEQUENCES

1. It is the express agreement and intent of the parties that the Husband shall be permitted to claim all of the children of the parties as exemptions on both his federal and state income tax returns for so long as he is permitted to do so pursuant to federal law and the law of the state in which he resides. In this regard, the Wife shall execute and deliver to the Husband, in a timely fashion, all such necessary tax forms and other documents as may be required to accomplish this objective.

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2. That it is the expressed intention of the parties that all payments of maintenance from the Husband to the Wife as provided in Article XI hereof shall be fully tax deductible by the Husband and shall be included in the taxable income of the Wife.

ARTICLE XIII

WAIVER OF MAINTENANCE

1. Except as otherwise specifically provided in this agreement, each of the parties hereto does expressly waive any claim for maintenance from the other.

2. It is expressly agreed by and between the Husband and Wife that the provisions of this Article are only modifiable if the Husband or Wife receive a substantial increase in salary.

ARTICLE XIV

PAYMENT OF ATTORNEY'S FEES

1. It is agreed that the Husband shall pay \$10,000 to FISHMAN & FISHMAN & SALTZBERG, the Wife's attorneys for representation of the Wife in the aforesaid proceedings.

2. The Husband shall pay the sum of \$ 1,627⁰⁰ to E. WILLIAM BEDRAVA, his attorney, for the above balance of attorney's fees for representation of the Husband.

ARTICLE XV

GENERAL RELEASES

Except as otherwise expressly provided herein, each of the parties hereto does hereby waive, release and relinquish any and all claims which she or he may have heretofore had against

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the other for inheritance, homestead, rights of succession or any and all other claims which she or he may have had against the other, whether arising out of their marriage to each other or as the consequence of any other relationship heretofore existing between them or as the consequence of any prior want or occurrence.

ARTICLE XVI

EXECUTION OF DOCUMENTS

Each of the parties hereto shall execute and deliver to the other any and all deeds, title certificates, instruments and documents as shall be required to accomplish the purpose intent and objectives of this Agreement. Such items shall be executed and delivered in a timely and expeditious fashion following entry of Judgment for Dissolution of Marriage.

ARTICLE XVII

RETENTION OF JURISDICTION

It is agreed by the parties that, following the entry of a Judgment of Dissolution of Marriage by the Circuit Court of Cook County, Illinois in the aforesaid proceedings, such court shall retain jurisdiction for purposes of enforcement of said judgment.

ARTICLE XVIII

INCORPORATION OF AGREEMENT IN JUDGMENT

1. It is agreed by and between the parties that this Agreement shall be incorporated into and made a part of any judgment which may hereafter be entered in the aforesaid action

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certain deposits of cash, the Husband's pension fund with SARGENT & LUNDY; automobiles; household furnishings; and personal effects of both the Wife and Husband; and

WHEREAS, the parties have determined that it is in their mutual best interests to resolve and settle between themselves all issues of child custody and support, maintenance, division of marital assets, payment of attorney's fees and any and all other claims, rights and controversies arising out of the marriage of the parties (and the dissolution thereof);

NOW THEREFORE, in consideration of the sum of \$10.00 in hand paid by each party hereto to the other and in further consideration of the mutual covenants and obligations hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, it is hereby agreed as follows:

ARTICLE I

PURPOSE OF AGREEMENT

This agreement is not intended to obtain nor stimulate a divorce but is entered into solely for the purpose of resolving all issues and controversies arising out the action for dissolution of the marriage of the parties now pending in the Circuit Court of Cook County, Illinois.

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for Dissolution of Marriage. Should this Agreement not be approved by the Court in said proceedings however, it shall be null and void and of no legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have set their signatures to this Agreement, thereby approving and accepting the same and agreeing to be bound by all provisions hereof, this _____ day of _____, 1988.

Arlene Small

ARLENE SMALL

Robert Small

ROBERT SMALL

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 1988.

NOTARY PUBLIC

E. WILLIAM BEDRAVA
2021 Midwest Road Suite 1105
Oak Brook, IL 60521
312/495-3377

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. The Petitioner, ARLENE SMALL'S, Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and it is hereby dissolved.

B. That the Petitioner and Respondent are fit and proper people to have the joint permanent care, custody, control and education of the minor children born to the parties hereto, namely; Mary Small, born July 7, 1969; Robert Small, born October 15, 1970; Steven Small, born December 30, 1971; and James Small, born April 18, 1977, and are hereby awarded the same.

C. That the Property Settlement Agreement entered into by the Petitioner and the Respondent settling all property rights, rights of custody, child support and visitation, heretofore stated in evidence and incorporated herein as if set forth verbatim, and all of its terms and provisions are hereby expressly affirmed, approved and adopted as the Order and Judgment of this Court to the same extent and with the same force and effect as if said provisions were set forth verbatim in this Judgment for Dissolution of Marriage, and said Agreement is hereby approved by the Court as a fair and equitable settlement of the rights of the parties hereto arising out of and by reason of their marital relationship.

D. That the Petitioner and the Respondent are hereby ordered and directed to comply with all of the terms and provisions of the written Property Settlement Agreement entered into between them which Agreement has been merged and incorporated

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in this Judgment for Dissolution of Marriage and is a part hereof.

E. The Court hereby retains jurisdiction over the parties hereto and the subject matter hereof for the purpose of enforcing this Judgment for Dissolution of Marriage and all of the terms and provisions set forth in the Property Settlement Agreement entered into between the parties hereto and which Property Settlement Agreement is merged and incorporated in this Judgment for Dissolution of Marriage and adopted by this Court as its own.

APPROVED AND ENTRY REQUESTED:

Attorney for Petitioner

Attorney for Respondent

ENTER:

JUDGE

ENTERED
NOV 16 1988
JUDICIAL COUNCIL

#90282
FISHMAN & FISHMAN & SALTZBERG, P.C.
221 N. LaSalle, Suite 2300
Chicago, IL 60601
372-2990

3846700

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WITNESSES CERTIFY THE ABOVE TO BE CORRECT

DATE 2-01-89

Cherelle P...

*OFFICE
6-27-1987*

3846700

CLERK OF THE CIRCUIT COURT
REGISTER OF TITLES
THIS ORDER IS VALID UNLESS
REVERSED OR VIOLATED
BY A COURT OF THE LAW

REGISTERED
INDEXED
SERIALIZED
FILED
FEB 01 1989
CLERK OF THE CIRCUIT COURT
COOK COUNTY
1820 PULASKI ST
CHICAGO, IL 60601
10209
C-337

REAL ESTATE INDEX GROUP
1820 PULASKI ST
CHICAGO, IL 60601