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

IS SEP 1 9 WILLIAM LOUID J. HIVD

IN RE THE MARRIAGE OF NORMAN PEART,

PETITIONER.

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AND

NO.

DOROTH'S PEART,

PESPONDENT,

JUDGMENT FOR DISSOLUTION OF MARRIAGE

The above entitled cause coming on to be heard upon the verified Petition for Dissolution of Marriage of the Petitioner, NORMAN PEART, appearing in person and by attorney, GREGORY P. TURZA & ASSOCIATES, and with the Respondent, DOROTHY PEART, having stipulated that this cause be heard as an uncontested matter, and the Court having heard the oral testimony of the Petitioner, sworn and examined in open Court, and having heard the argument of counsel, and being otherwise fully advised in the premises, DOTH FIND:

- 1. That this Court has jurisdiction over the parties and the subject matter hereto.
- 2. That the Petitioner has resided in the State of Illinois for more than ninety (90) days immediately and continuously preceding the making of these findings.
- 3. That the parties were married on September 12, 1981 and said marriage was registered in Chicago, Illinois.
- 4. That no children were born to this marriage. No children were adopted, and the wife is not now pregnant.

- 5. That irreconcilable differences have arisen between the parties.
- 6. That the Petitioner has proven the material allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and that a Judgment for Dissolution of Marriage should be entered herein.
- 7. That the Court further finds that the parties have entered into a written agreement adjusting their property and other rights. The Court finds that the parties entered into said agreement freely and voluntarily, that it is fair and equitable, and should be approved by the Court.

IT IS HEREBY URLERED AND ADJUDGED AS FOLLOWS:

- 1. That a Judgment for Dissolution of Marriage is hereby entered in favor of both parties, and the bonds of matrimony existing between the Petitioner and the Respondent are hereby dissolved.
- 2. That the Marital Settlement Agreement between the Petitioner and the Respondent, which is attached hereto, is hereby made a part of this Judgment for Dissolution of Marriage, and all of the provisions of said agreement are expressly ratified, confirmed, approved, and adopted as the order 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 herein shall perform under the terms of said agreement.

- 3. That each of the parties hereto will, 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. That any right, claim, demand or interest of the parties as to maintenance for themselves, whether past, present, or future, and in and to the property of the other, whether real, personal or mixed, or whatsoever kind and nature and wheresoever situated, including, but not limited to, homestead, succession and inheritance arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid agreement, is forever barred and terminated.
- 5. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the written agreement.

ENTER:

TILLER

Gregory P. Turza - #91099 20 North Clark Street Suite 2222 Chicago, Illinois 60602 (312)444-9798

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this ______ day of _______, 1984, by and between NORMAN PEART, (hereinafter referred to as the Husband) and DOROTHY PEART, (hereinafter referred to as the Wife), of the County of Cook, State of Illinois

WHEREAS, the parties are now HUSBAND and WIFE, having been married or September 12, 1981 at Chicago. Said marriage was registered in Chicago.

WHEREAS, irreconcilable differences have arisen between the parties; and

WHEREAS, the Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, known as Case Number 84D and entitled IN RE THE MARRIAGE OF NORMAN PEART, PETITIONER and DONOTHY PEART, RESPONDENT, and this case is now pending and undetermined; and

WHEREAS, the parties hereby consider it to be in their best interests to settle between themselves, now and forever, their respective rights of property, dower, homestead, support, maintenance, and any and all other rights of property or otherwise growing out of the marriage relationship existing between them and which either of them now has, or may hereafter have, or claim to have, in and to any property of any kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them, if any; and

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WHEREAS, each party has made full disclosure to the other of all the properties owned by each of them and of the income derived therefrom and from all other sources and are hereby advised as to their rights in relation thereto;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration hereto expressed, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

- I. ANINTENANCE: Both parties hereby waive maintenance, and both parties are barred forever from claiming maintenance.
- II. PERSONAL PROPERTY: All of the personal property presently in possession of the Husband shall belong to the Husband, and all of the personal property presently in possession of the Wife shall belong to the Wife.
- III. DEBTS: The Husband and Wife shall each be solely responsible for all debts incurred in their own respective names.
- IV. REAL ESTATE: The parties are joint owners of Real Estate located at 9017 S. Essex. Immediately upon the entry of Judgment for Dissolution of Marriage, the Wife shall convey to the Husband, by proper Quit Claim Deed, all of the rights, title and interest in and to said parcel of real estate.

Commencing with the execution and delivery of said Quit Claim Doed, the Husband shall be solely responsible for all payments to become due on the mortgage, real estate taxes, insurance, and any and all other expenses and indebtedness associated with the ownership of said parcel of real estate and the Husband shall indemnify and hold the Wife harmless from any

liability therefore, including all attorney's fees and related expenses reasonably incurred in connection with the enforcement of said indemnification.

The Husband agrees to notify the Wife in writing, of all future contractual arrangements with the lender and of any arrearages of more than thirty (30) days duration in conjunction with the mortgage. In no event shall the Husband give a Deed in lieu of foreclosure without the prior written consent of the Wife.

- V. EXECUTION OF DOCUMENTS: Each of the parties agree, upon demand by the other, at any time hereafter, to execute and deliver to such other party any and all documents as may be reasonably necessary to release their respective interests in any property belonging to the other.
- VI. MUTUAL RELEASES BY AUSBAND AND WIFE: Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of dower, homestead and all other property rights and claims which he or she now has, or may hereafter have, as lusband, wife, widow, widower, or otherwise by reason of the marital relations now existing between the parties hereto under any present or future law of any state of the United States of America or of any other country in, 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 or her heirs, executors, administrators or assigns for the purpose of enforcing any

Property of Coot County Clerk's Office

or either of the rights specified in, and relinquished under this paragraph. The foregoing Agreement constitutes the total agreement of the parties.

This Agreement shall be submitted to the Court for its approval, and if approved, shall be made a part of the Judgment for Dissolution of Marriage entered in said pending case.

The undersigned have affixed their signatures to this Agraement on the date shown on the first page hereof.

NORMAN PEART

DOROTHY PEART

Gregory P. Turza - #91099 20 North Clark Street Suite 2222 Chicago, Illinois 60602

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EQUITY LYNCH

EQUITY TITLE COMPANY 100 NORTH LASALLE STREET SUITE 2105 CHICAGO, ILLINOIS 60602

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DATE LO SCHOOL TO BE CORRECT

DATE 10/2

CLERK OF THE CIRCUIT COUNTY UF CUCK COUNTY.

THIS ORDER IS THE COMMAND OF THE CIRCUIT

COURT AND WOLATION VALUE IS SUBJECT TO THE