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

WHEREAS, the Wife is presented by WAYNE T. LOFTHOUSE of MUELLER, ALSPAUGH & LOFTHOUSE, her attorney, and the Husband is not represented by counsel and does not choose to be represented by counsel; and,

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; further, each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement; and,

WHEREAS, the petitioner has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 89 D 7753 and entitled, In Re The Marriage of: THELMA GAYLORD, Petitioner, and RICHARD B. GAYLORD, Respondent; and the case is pending and undetermined.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which shall be and is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

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other matters. The Separation Agreement was entered into freely and voluntarily between the parties, and the pertinent provisions thereof have been approved by the Court; it is in words and figures as follows:

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SEPARATION AGREEMENT

THIS AGREEMENT made and entered into this 9th day of MAY, 1989, between THELMA GAYLORD, of the City of Chicago, County of Cook, and State of Illinois, (hereinafter referred to as the "Wife"), and RICHARD B. GAYLORD, of the Village of Elmwood Park, County of Cook, and State of Illinois, (hereinafter referred to as the "Husband").

WHEREAS, the said parties are now husband and wife having been married to each other on April 21, 1979, at Chicago, Cook County, Illinois; and,

WHEREAS, no children were born to the parties as a consequence of this marriage, no children were adopted by the parties and the Wife is not presently pregnant; and,

WHEREAS, irreconcilable differences have arisen between the parties, who are now and have been estranged from each other and are not living together as husband and wife; and,

WHEREAS, the parties hereby consider it to their best interest to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support, and any and all other rights of property and 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 against each other and all rights of any kind, nature, and description, real, personal, and mixed, now owned or which may hereafter be acquired by either of them; and,

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and said domicile has been maintained continuously for more than ninety (90) days immediately preceding the findings made herein;

3. The parties were lawfully married to each other on April 21, 1979, at Chicago, Illinois.

4. That no children were born to the parties as a consequence of this marriage and no children were adopted by the parties, and the petitioner is not presently pregnant.

5. That the petitioner's and respondent's occupations and addresses are as follows:

(a) Petitioner is employed as an office worker and resides at 6359 W. Roscoe, Chicago, Cook County, Illinois;

(b) Respondent is employed as a truck driver and resides at 1626 N. 78th Avenue, Elmwood Park, Cook County, Illinois.

6. That, without cause or provocation by the petitioner, irreconcilable differences presently exist between the parties and the marriage has suffered an irretrievable breakdown within the meaning of the statute made and provided.

7. That the petitioner has proved the material allegations contained in her Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein.

8. That the parties hereto have entered into a written Separation Agreement on the date of MAY 9, 1989, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and

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1. That this Agreement is not one to obtain or stimulate a dissolution of marriage. The Husband reserves the right to prosecute any action which he has brought or may hereafter bring, or defend any action which may be commenced by the Wife. The Wife reserves the right to prosecute any action which she may hereafter bring, or defend any action which has been, or may be commenced by the Husband.

2. That the Wife hereby waives now and forevermore, all claims for maintenance (formerly known as alimony) and support from the Husband.

3. That the Husband hereby waives now and forevermore, all claims for maintenance (formerly known as alimony) and support from the Wife.

4. Certain furniture, furnishings, and miscellaneous personal property and belongings have been divided by the parties, and that division is accepted and confirmed and is fair and equitable.

5. The heretofore marital home located at 1626 N. 78th Avenue, Elmwood Park, Illinois, and legally described in Exhibit A attached hereto shall become the sole, separate property of the Husband. The Husband shall be responsible for all mortgage payments, taxes and all other expenses or liabilities in connection with said home which may be due subsequent to the date of the parties separation. The Wife agrees to quit claim her interest in the marital home subject to the terms of this Agreement. Should

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she fail to execute such a Deed, a Judge of the Circuit Court shall be empowered to execute a Deed in her place and stead.

6. The Wife shall have as her sole and separate property the real estate acquired prior to the marriage located at 6359 W. Roscoe, Chicago, Illinois.

7. The Wife shall retain her present automobile. She shall be responsible for any liens thereon and the future operations thereof. The Husband shall retain his automobile and shall be responsible for any liens thereon and the future operations thereof.

8. The Husband shall have as his sole and separate property his pension, IRA, and/or profit sharing plan presently existing through his employer. The Wife shall have as her sole and separate property her pension, IRA, and/or profit sharing plan presently existing or which may have accrued to her through her employer.

9. The wife shall have as her sole and separate property all funds received or due from the sale of that certain liquor store known as T.J. Liquors.

10. All accounts, stocks, bonds, certificates of deposit or evidences of credit shall be the sole property of the party whose name appears therein. The wife shall have the Dean Witter account as her sole and separate property presently standing in joint tenancy.

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11. The parties shall be solely responsible for their separate individual charges, debts, and liabilities since the date of their separation.

12. The Wife shall be responsible for her attorney's fees and costs as agreed with her counsel.

13. That 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 this Agreement and to release his or her respective interest in any property (personal or real) belonging to or awarded to the other, the intention being the property settlement provided for in this Agreement shall constitute complete adjustment of the property rights of the parties hereto.

14. That except as otherwise provided herein, each of the parties hereto does forever hereby relinquish, release, waive, and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has, or may hereafter have, as husband, wife, widow, widower, or otherwise, or by reason of the marital relationship now existing between the parties hereto or by virtue of any present or future law of any State or of the United States of America or 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

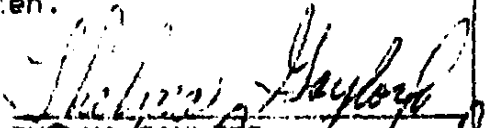
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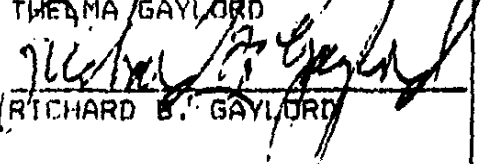
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agrees for himself and herself and his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

15. That in the event the husband or wife at any time hereafter obtains a Judgment for Dissolution of Marriage between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in this pending case brought by the husband and referred to hereinabove. Should a Court of competent jurisdiction declare any portion of this Agreement to be unenforceable or contrary to law or public policy, such finding shall not affect the validity of the remaining paragraphs of this Agreement. The Court, on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the Husband and Wife have read the foregoing Separation Agreement, understand the contents thereof, and have freely and voluntarily set their respective hands and seals the day and year first above written.



THELMA GAYLORD


RICHARD B. GAYLORD

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EXHIBIT A

South Twenty (20) feet of Lot Five (5)
Lot six (except the South Sixteen feet) (6)
In Albert F. Keeney's Thatcher Avenue Subdivision of part of the
South 532.83 feet of the West Half (1/2) of the Southwest Quarter
(1/4) of Section 36, Township 40 North, Range 12, East of the Third
Principal Meridian.

Commonly known as: 1626 N. 78th Avenue, Elmwood Park, Illinois.

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

A. That the parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, THELMA GAYLORD, and the respondent, RICHARD B. GAYLORD, be, and the same are, dissolved.

B. That the written Separation Agreement between the petitioner and the respondent, entered into on the date of MAY 9, 1989, and hereinabove set forth in full, is 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 Orders of this Court to be 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.

C. That the property rights as to all marital and non-marital property (if any), as specifically set forth in the parties' Separation Agreement, are hereby ratified and approved by this Court.

D. Each of the parties 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 and Agreement contained therein.

E. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or

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

F. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all the terms of the Separation Agreement made between the parties hereto on the date of MAY 9, 1989, as heretofore set forth.

APPROVED:

Thelma Gaylord
THELMA GAYLORD

APPROVED:

Richard B. Gaylord
RICHARD B. GAYLORD

ENTERED

JUL 24 1989

JUDGE
CALVIN H. HALL-284

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Wayne T. Alspaugh #2223B
MUELLER, ALSPAUGH & LOETHOUSE
9418 W. Irving Park Road
Scottier Park, IL 60176
312/671-6660

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS FORWARDED TO THE CLERK OF THE CIRCUIT COURT AND SHALL BE SUBJECT TO THE PLACED BY THE LAW

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