WANESSA BISHOP
Notary Public Cook County, Illinois

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by Commission Expires ()

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94 94 LAW OFFICE OF

KENNETH I. MARKHAM

UNOFFICIAL COPY 6-4

1412 W. Washington Boulevard Chicago, Illinois 60607 Telephone (312) 829-4123

тилесория (312) 829-9420

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May 18, 1990

Mr. Chris hald Commercial Credit Loans 901 Warrenville Rd. Suite 125 Liste, Illinois 60532

Ro: Mary Ann Allografith

Dear Mr. Halo:

Please be advised that the undersigned has been paid in full for the services he rendered to Ms. Mary Ann Allegretti in that certain case entitled Mary Ann Allegretti v. Anthony Allegretti, Circuit Court of Cook County, Illinois.

Very truly your

KULTURE P. Markhall

UNOFFICIAL GERALD EISEN AND ASSOCIATES, LTD. SUITE 314 6300 NORTH RIVER RD. ROSEMONT, ILLINOIS 40018 (708) 823-9000

May 17, 1990

To Whom It May Concern:

Please be advised that Mr. Allegretti's bill in the amount of \$750.00 for the dissolution of his marriage is paid in full.

Of Colling Clory's Office

Gerald Eisen

QE/fe

The Statement From Chack and Keep for your Records.

ANTHONY ALLEGRETTT UNOFFICIAL COP 110FC - 104572 Accumu No. Description Particulars 1125026559 CASHIER'S CK. G.L.#1-128 ALLEGRETTI *****7,000.00*** to Mrs. Allog rett, and
her alternay, Clart's Office

Certificate No. 1459070 Becumpat No. 3202	
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS: CONTROL NO. 3393256 F	
You are directed to register the bocument hereto attached on the Certificate 145 90 Indicated affecting the following described premises, to-wit:	
TORTY ONE-THAN THE TORTY (ALL	
In Albert J. Schorech Irving Park Burlevard Gardens, 2nd Addition, a Subdivision of the	
South 7; Aurou of the East Half () of the East Half () of the Southeast Quarter ()	305555
of the Northwest Quarter (4) of Section 20, Totalhip 40 North, Henge 13, East of the Third	
Pringipul Meridian.	
13-20-128 2014	
Section Township North, Range CHICASO 25, 60434 Third Privates and Chicaso 25, 60434)
CHICAGO, ILLINOIS 5-23 19 90	
CHICAGO, ILLINOIS 5-23 19 90.	

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

IN RE THE MARRIAGE OF
MARY ANN ALLEGRETTI,

Petitioner, Counter-Respondent,

ν.

No. 87 P 1840

ANTHOWY ALLEGRETTI.

Respondent, Counter-Fetitioner.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the Amended Petition for Dissolution of Marriage of the Petitioner, Counter-Respondent, Mary Ann Allegretti, and the Respondent, Counter-Petitioner, Anthony Allegretti, the parties having appeared in this matter in open court, the court having heard the evidence adduced in support of this Petition for Dissolution, and being fully advised in the premises,

DOTH FIND:

- 1. That this court has jurisdiction of the marriage hereto and of the subject matter hereof by vixtue of proper appearance by the parties hereto.
- 2. That the parties are now and have been for more than ninety (90) day; s immediately preceding the entry of this Judgment for Dissolution of Marriage actual residents of the State of Illinois.
- 3. That the petitioner and the respondent were lawfully joined in marriage on, to wit: the 22nd day of October, 1977, at

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Cook County, Illinois, and that they lived and cohabited together as husband and wife until on or about the 15th day of February, 1987, at which time cohabitation between them ceased by reason of the parties agreed separation.

- 4. That no children were born to the parties, nor were any children adopted by the parties to this marriage. Petitioner was not pregnant at the time cohabitation between the parties ceased.
- 5. That more than six months have transpired since the parties have reparated and lived apart and the parties have waived the two year requirement for living separate and apart.
- 6. That the marriage of the petitioner and the respondent is irretrievable due to their irreconcilable differences and the petitioner and the respondent are entitled to a Judgment for Dissolution of Marriage without fault by either party.
- 7. That the parties have entered into a written Settlement Agreement between themselves disposing of the marital and non-marital assets held by them and each of them which is attached hereto as Exhibit A. Said Settlement Agreement has been reviewed and approved by the court and is hereby attached to and made a part of this Judgment.
- 8. That the petitioner desires to resume the use of her maiden name, to wit: Mary Ann Kaya.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. The bonds of marriage heretofore existing between Petitioner, Counter-Respondent, Mary Ann Allegretti and

Respondent, Counter-Petitioner, Anthony Allegretti, be and the same are hereby dissolved pursuant to the statute of the State of Illinois in such case made and providea.

- B. The distribution of the marital and non-marital assets be made as provided by the attached Settlement Agreement (Exhibit A).
- The petitioner shall be granted leave to resume the use of her meiden name, to wit: Mary Ann Kaya.
- D. That the court expressly retains jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of Marriage.

EN. DINGE

Approved:

Kenneth I. Markham (21309) 53 W. Jackson Blvd. CLER OF THE POSOS LENGTOS EAST COURTY, ILL. 427-3909

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I HEREBY CENTIFY THE ABOVE TO BE CORRECT.

DATE 12-32 88

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 GENGITY OF THE LAW

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made <u>Dec. 22</u>,1987, at Chicago, Illinois, by and between MARY ANN ALLEGRETTI, hereafter referred to as "Wife", and ANTHONY ALLEGRETTI, hereafter referred to as "Husband";

WHEREAS, the parties were lawfully married at Chicago, Illinois on October 22, 1977.

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

WHEREAS, the Wife has filed against the Husband a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under docket number 87D1540. The case is entitled IN RE THE MARRIAGE OF MARY ANN ALLEGRETTE, Plaintiff, and ANTHONY ALLEGRETTE, Defendant, and that case remains pending and undetermined.

WHEREAS, The parties hereto consider it to their best interests to settle between themselves the questions of maintenance and support of the parties and to fully settle rights of property of the parties, 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 claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or

personal now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

WHEREAS, the Husband has employed and had the benefit of counsel of Gerald Eisen and Associates, Ltd., as his attorney. The Wife has employed and had the benefit of counsel of Kenneth I. Markham as her attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.

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 is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

1. RIGHT OF ACTION: This agreement is not one to citain or stimulate a Dissolution of Marriage. Husband reserves the tight to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which may be commenced by Wife. Wife reserves the right to prosecute any action for Dissolution of Marriage which she has brought and defend any action which may be commenced by Husband.

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- 2. MAINTENANCE: The husband and wife each agree to waive any and all claims as and for maintenance (previously known as alimony) or support, whether past, present or future and each shall be forever barred and terminated from making any claim for maintenance or support against the other whether past, present or future.
- 3. HOUSEHOLD FURNISHINGS AND PERSONAL PROPERTY: The parties have previously divided their household furnishings and personal property and motor vehicles. Each party shall be the owner of the household furnishings and personal property and motor vehicles presently in their possession and shall hold the other party harmless and indemnified from any costs or obligations thereon including attorney's fees. Except, the parties shall transfer and deliver to the other the property listed in Exhibit A.
- 4. <u>DEBTS</u>: Each party shall hold the other free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever(including reasonable attorney's fees) which are incurred for his or her own benefit after the date of separation of the parties as well as the obligations listed under their respective names on Exhibit A.

5. REAL ESTATE:

A. The martial residence located at 6015 West Patterson, Chicago, Illinois is owned in joint tenancy by the parties. Upon the entry of any Judgment For Dissolution of Marriage, Wife shall execute a Quit Claim Deed conveying all right, title and interest

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in and to said property to husband upon his payment of \$7,000. +

B. Husband shall be solely responsible for the payments of all expenses regarding said residence including but not limited to all mortgage payments, real estate tax escrow payments, insurance, utilities, and maintenance and repairs due on the date hereof and which may become due hereafter. Husband shall immediately save, defend, hold harmless and indemnify wife from and against all amounts she may be required to pay regarding these payments including reasonable attorney's fees, in the event wither is required to enforce the terms of this section.

The property is logally described as on Exhibit "B" attached to this Agreement.

- 6. ATTORNEY'S FEES: Husband and Wife will each pay their own attorney's fees and costs. Highand pays \$750 to Gerald Elsen and Wife pays \$1,100 to Kenneth http://dam.
- owner of his pension plan, profit sharing, or I.R.A. and Wife hereby waives any interest she may have therein. Wife shall be the sole owner of her pension plan, profit sharing, or I.R.A. and Husband hereby waives any interest he may have therein.
- 8. BANK ACCOUNTS: All deposits of money stroding in Husband's name in any financial institution shall be not sole property.

All deposits of money or other accounts standing in Wife's name in any financial institution shall be her sole property.

9. <u>LIFE INSURANCE:</u> Husband shall be the sole owner of all policies of life insurance on his life. Wife shall be the sole

Suid quitclaim deed shall be held by Gerald Esisen, Esq., as
Escrower, + shall be tendered to Hushand only upon Husband's
payment of the #10,000 specified in Exhibit A.

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equally (50/50) the additional tax due. ustance and amount of such payments so that each party shares herein, then the parties agree to make such adjustment in the and a tax is assessed as a result of the provisions set forth applicable statutes, case law, or relevant rules and regulations In the event there shall henceforth be a charge in the Marriage and Dissolution of Marriage Act and the 1954 Tax Reform the parties that this is all in conformity with the Illinois the apouse receiving it. It is further understood by and between division will retain its present martial basis in the hands of received in the entirety by one spinge or the other Accordingly, the basis of each individual asset ottyek sbonee. Illinois law, and are subject to no gains or losses recognized to within are non-taxable claractions, under either federal law or of Marriage Act and the 1984 Tax Reform Act. Therefore, the sections 503(c) end (e) of the Illinois Marriage and Dissolution jointly owned by the parties deemed co-owned, in accordance with constitutes an approximate equal division of the marital property EQUAL DIVISION OF JOINTLY HELD PROPERTY: The aforesaid

10. BUSINESS WAIVER: Each party hareby walves any interest in any business of the other party whether owned as a sole proprietorship, partnership, or corporation. The owner thereof shall hold the other party harmless and indemnified from any and shall hold the other party harmless and indemnified from any and shall hold the other party harmless and indemnified from any and shall debts and obligations thereon including reasonable attorney's

owner of all policies of life insurance on her life.

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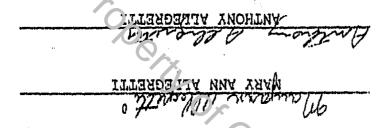
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each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of homestead, maintenance and all other property rights and claims which he or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the martial relations now existing between the parties hereto under any present or future existing between the parties hereto under any present or future law of any state or of the united states of America, or of any law of any state or of the united states of America, or of any law of any state or of the united states of America, or of any law of any state or of the united states of America, or of any law of any state or of the united states of America, or of any law of any state or of the united states of America, or of any

complete a transfer of title. necessary any Judge may execute any document or deed to all rights hereinabove designated to be relinquished and waived. and a full, present and effective relinquishment and waiver of pereinabove designated to be cransferred, assigned and conveyed, sug bresent transfer, resignment and conveyance of all rights shall, and it is heleby expressly declared to, constitute a full Istl or refuse to execute any such documents, then this agreement sakeed and provided. If either party hereto for any reason shall the several properties of said parties in the manner herein agreement and establish of record sole and separate ownership of necessary or proper to carry out the purposes of this to time, to execute and acknowledge any and all documents which hereinabove provided, and thereafter, at any time and from time vest the titles and estates in the respective parties hereto, as agreement, good and sufficient instruments necessary or proper to shall execute and acknowledge, upon the effective date of this Each of the parties hereto EXECUTION OF DOCUMENTS:

L

Gerald Fisen and Associates, Ltd. Attorney for Husband 6300 N. River Road, Suite 314 Rosemont, Illinois 60018 (312) 823-9000 #20307



erdustares on the day and year first above written.

shall be submitted to the court for its approval and if approved shall be made part of the Judgment of Dissolution of Marriage as entered in the said pending suit; but if not approved by the Court this Agreement shall be mull and void.

relinquished under this paragraph. Eurozogua rrdyra sbecrtfred etther of the any or pus ur administrators, or assigns, for the purpose of petka ekecntoka: pereafter sue the other party or his or her never at any time heirs, executors, administrators, and assigns that he or she will covenants and agrees for himself and herself and his Each of the parties hereto further sach party. scdnfred by party, or his or her estate, whether now owned or hereafter The or to or against the property of the other convery,

UN - WARY WHIND FIFTICHALD GO POYOU HO 353 + Toyontal shall be made of 14 to white Grad ret retory

BEVALK SHOP DEBYS INCLUDING ANY MONIES OWED THEREON TO WIFE'S MILE HESBONZIBLE FOR THE FOLLOWING:

FORD MOTOR CREDIT (\$8,000.00)

(00'058 \$) SEYES

(00'006'6\$) CHEMICAL BANK

(25,600,00) VISA FIRST CARD

COMMERCIAL CREDIT (\$7,000.00)

BAMB DOE MILE, B WOAHEB-HUSBAND RESTONSIBLE FOR THE FOLLOWING

DEBLZ

EXCHANGE SHOULD BE MADE WITHIN 20 DAYS OF JUDGMENT. YNK BEKSONYL EFFECTS, CLOTHING, KEYS, WEDDING BAND.

WIFE SHALL TRANSFER TO HUSEAN) THE FOLLOWING:

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 - MANTLE CLOCK,
 - STANDING VASE.
 - I/2 OF POTS AND PANS.
 - DINING BOOM SET.
 - MINES CTOINES VND BERSONVE ELLECIS'
 - ONE LAMP.

ONE LIVING ROOM SOER. Jawy, of Loude my Elemps.

ONE END TRALE.

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EXHIBIL "A"

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WIEE WILL SURRENDER HUSBAND'S CHARGE CARDS TO HIM. SAK'S FIFTH AVENUE, VISA (\$500.00). ALL CHARGE ACCOUNTS IN HER WAME INCLUDING THE FOLLOWING:

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114		1,773	• '		('''')

COURT AND VIOLATION THEREOF IS SUBJECT TO THA THIS ORDER IS THE COMMAND OF THE CIRCUIT

OF COOK COUNTY, ILL. CLERK OF THE CIRCUIT COUNT

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Cook County Clerk's Office

W 11: 58 TAM DEED

CLARK CAROL MOSLEY SPAUN DENTIFIED