

UNOFFICIAL COPY

ATTORNEY  
GILBERT  
29 S. LAUREL  
CHICAGO, ILL.

CHICAGO, ILLINOIS 5/31 19 40

*[Handwritten signature]*

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

Property of Cook County Clerk's Office

following described premises, to-wit:

on the certificate 1407903 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

Certificate No. 1407903 Document No. 3885346

3885346

Permanent Tax Index Number: 07-23-103-010-1022  
Property Address: 326 Clearwater Lane, Schaumburg, Illinois 60194

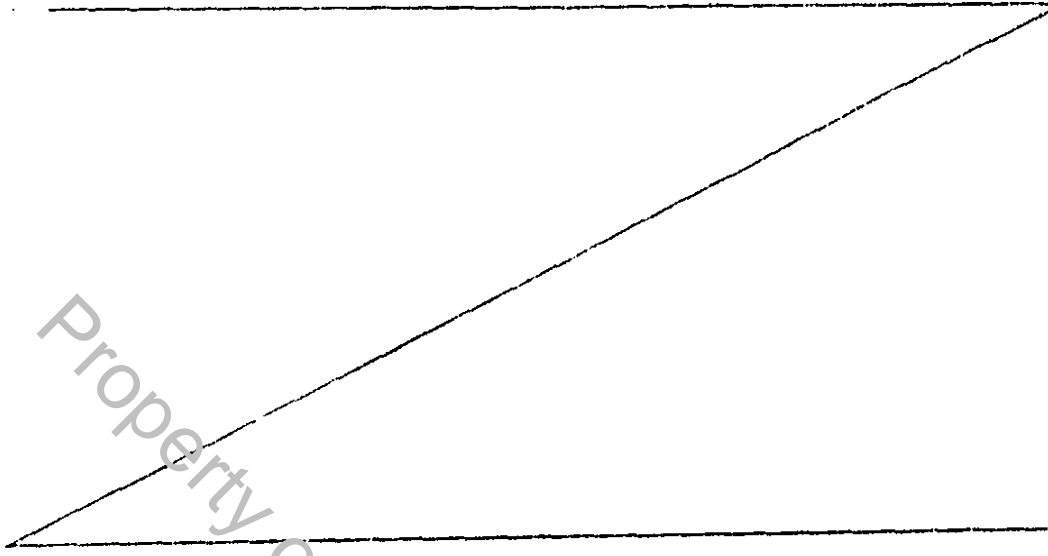
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Property of Cook County

LOT SEVEN (EXCEPT THAT PART THEREOF DESCRIBED AS  
FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 7 AFORESAID;  
THENCE SOUTH 86 DEGREES 49 MINUTES 31 SECONDS WEST ALONG THE NORTH  
LINE OF LOT 7 AFORESAID 813.91 FEET TO A POINT 480.00 FEET NORTH 86  
DEGREES 49 MINUTES 38 SECONDS EAST FROM THE NORTHEAST CORNER  
THEREOF; THENCE SOUTH 03 DEGREES 10 MINUTES 27 SECONDS EAST AT  
RIGHT ANGLES THERE TO 120.00 FEET; THENCE NORTH 86 DEGREES 49 MINUTES  
38 SECONDS EAST 35.00 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 00  
SECONDS EAST 115.64 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 7  
AFORESAID; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, BEING AN ARC OF  
A CIRCLE, CONVEX NORTHERLY AND HAVING A RADIUS OF 365.00 FEET FOR A  
DISTANCE OF 248.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 79  
DEGREES 00 MINUTES EAST ALONG SAID SOUTHERLY LINE 33.24 FEET TO A  
POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE CONVEX  
NORTHEASTERLY AND HAVING A RADIUS OF 665.00 FEET FOR A DISTANCE OF  
162.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 64 DEGREES 56  
MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 7 FOR A  
DISTANCE OF 40.62 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY  
ALONG SAID CURVE, CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 174.06  
FEET FOR A DISTANCE OF 39.48 FEET TO A CORNER OF LOT 7 AFORESAID;  
THENCE NORTH 83 DEGREES 11 MINUTES 34 SECONDS EAST ALONG ANOTHER  
SOUTH LINE OF LOT 7 AFORESAID 231.36 FEET TO THE SOUTHEAST CORNER  
THEREOF; THENCE NORTH 00 DEGREES 41 MINUTES 18 SECONDS EAST ALONG  
THE EAST LINE OF LOT 7 AFORESAID 299.68 FEET TO THE PLACE OF  
BEGINNING) IN DUNBAR LAKES, BEING A SUBDIVISION IN THE NORTH HALF  
(1/2) OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON  
AUGUST 16, 1973, AS DOCUMENT NUMBER 2711125.

ITEM 11  
PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 131  
DAY OF JULY, 1974 AS DOCUMENT NUMBER 2760814.  
ITEM 2:  
AN UNDIVIDED 1.7613 INTEREST (EXCEPT THE UNITS DELINEATED AND  
DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED  
PREMISES:





Property of Cook County Clerk's Office

follows:

and does receive the approval of this Court; and it is in words and figures as voluntarily between the parties hereto; it is not unconscionable and ought to consideration. Said Property Settlement Agreement was entered into freely and which Property Settlement Agreement has been presented to this Court for its including a division of all marital and non-marital property, and other matters, income or estate which either of them now owns or may hereafter acquire, in- tenance of the parties, the respective rights of each party in and to the property, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1985, concerning the questions of the main- G. The parties hereto have entered into a Property Settlement Agreement that a Judgment of Dissolution of Marriage should be entered herein; Dissolution of Marriage by substantial, competent and relevant evidence; and F. The Petitioner has proved the material allegations of her Petition for been guilty of extreme and repeated mental cruelty toward the Petitioner; E. Without cause or provocation by the Petitioner, the Respondent has be awarded to the Petitioner.

It is in the best interests of said minor children that their custody

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including all the terms of the Property Settlement Agreement made in writing  
pose of enforcing all the terms of this Judgment of Dissolution of Marriage  
5. This Court expressly retains jurisdiction of this cause for the pur-

the aforesaid agreement is forever barred and terminated.  
ship existing between the parties hereto, except as expressly set forth in  
and inheritance, arising out of the marital relationship or any other relation-  
and whosoever situated, including, but not limited by homestead, succession  
of the other, whether real, personal or mixed, of whatsoever kind and nature  
ance for themselves, whether past, present or future, and in and to the property  
4. Any right, claim, demand or interest of the parties in and to mainten-  
may be necessary to effectuate and fulfill the terms of this Judgment.

party, execute and deliver to such other party any and all documents that  
3. Each of the parties hereto will, promptly upon demand by the other  
under the terms of said Property Settlement Agreement.

verbatim as the judgment of this court; each of the parties hereto shall perform  
the same force and effect as if said provisions were in this paragraph set forth  
ed, approved and adopted as the orders of this Court to the same extent and with  
provisions of said Property Settlement Agreement are expressly ratified, confirm-  
is made a part of this Judgment of Dissolution of Marriage; and all of the  
spondent, dated \_\_\_\_\_, 1985, and hereinabove set forth in full,

2. The Property Settlement Agreement between the Petitioner and the Re-  
the Respondent, MICHAEL D. SHUTAK, are hereby dissolved.  
the bonds of matrimony existing between the Petitioner, JUDITH L. SHUTAK, and  
1. The parties are awarded a Judgment of Dissolution of Marriage, and

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

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OFFICE OF THE CLERK

COMES AND APPEARS THEREIN IS SUBJECT TO THE

THIS ORDER TO THE COURT OR THE CIRCUIT

CLERK OF THE CIRCUIT CLERK IN COOK COUNTY, ILL.

DATE

WHERE CERTAIN THE COURT TO BE CORRECT

Property of Cook County Clerk's Office

Michael Shuck, Respondent

Michael L. Shuck, Petitioner

APPROVED:

JUDGE

ENTER:

as heretofore set forth.

between the parties hereto dated \_\_\_\_\_, 1985

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PENALTY OF THE LAW

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL. 3

*Annika Bascinski*  
DATE 5-16-90

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

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hereby freely and voluntarily agree by and between themselves as follows:

Without any collusion as to any contemplated dissolution the parties do

pending and undetermined.

cause and circumstances of this judicial proceeding, and said case remains named Respondent. The verified pleadings filed therein set forth the nature,

has been assigned and designated Case Number 85D 05946 with the husband as the

Cook County, Illinois, County Department, Domestic Relations Division, which

The wife has filed an action for dissolution in the Circuit Court of

parties, as a result of which they now live separate and apart from each other.

Irreconcilable differences and difficulties have arisen between the

and said marriage was registered at Manchester, Connecticut.

The parties are now husband and wife and lawfully married on August 20, 1966,

The inducements leading to the execution and delivery of this Agreement are:

"wife" and the "husband", both of the County of Cook and State of Illinois:

MICHAEL D. SHUTAK, Respondent, hereinafter referred to respectively as the

at Rolling Meadows, Illinois, by and between JUDITH L. SHUTAK, Petitioner, and

This Agreement, made and entered into this 27th day of July, 1985

PROPERTY SETTLEMENT AGREEMENT

Respondent

MICHAEL D. SHUTAK,

and

NO. 85D 05946

Petitioner

JUDITH L. SHUTAK,

In re the marriage of:

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

STATE OF ILLINOIS )  
) SS.  
) COUNTY OF COOK )

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Rx # 1 I.O.



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upon reasonable notice.

said minor children subject to the husband's right to liberal visitation that the mother have the custodial care, custody, control and education of The parties believe it to be in the best interests of said minor children social and school commitments of the children.

cooperate in implementing visitation and vacation programs to accommodate the security that may be possible. The parties further agree that they shall relationship with the children that will give each child the maximum feeling of of the children towards each other and shall cooperate fully in implementing a and wife shall use their best efforts to foster the respect, love and affection custody, control and education of the minor children, and that both husband The parties agree that each is a fit and proper person to have the care, namely ANITA L., born October 22, 1969, and JOHN D., born December 23, 1970. Two children were born to the parties as a result of their marriage;

Custody Rights

ARTICLE II

by the husband which she may hereafter bring and to defend any action which may be commenced The wife reserves the right to prosecute any action for dissolution by the wife.

which he may hereafter bring and to defend any action which may be commenced The husband reserves the right to prosecute any action for dissolution This Agreement is not one to obtain or stimulate a dissolution.

General Rights

ARTICLE I

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when the children attain full emancipation. Husband's obligation with respect to the minor children shall terminate petition even after said expense is incurred. a court of competent jurisdiction should do so upon proper notice and If the parties cannot agree as to whether the expense is extraordinary,

of providing substitute services at his cost. shall notify husband of said proposed expense and husband shall have the option extraordinary expenditure of a non-emergency nature being incurred, wife It is expressly agreed upon between husband and wife that prior to any care, but shall not include routine check-ups and minor ailments.

serious accidents or illnesses requiring hospitalization or extended medical tal and psychiatric care, operations and services rendered as a result of not by way of limitation, all teeth straightening, major dental work, psycholog- dental care of the minor children. The term "extraordinary" shall include, but psychiatric, and psychological care and for the extraordinary medical and The husband shall pay for the hospital, surgical, optical, orthodontic,

Health Insurance

ARTICLE IV

to claim the children as exemptions for Federal and State income tax purposes. Dollars per month as and for child support. The husband shall have the right The husband shall pay to the wife the sum of NINE HUNDRED (\$900.00)

Child Support

ARTICLE III

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Husband, at his sole expense, shall obtain and maintain in full force and effect, while he has an obligation to pay allowances for the minor children, a major medical insurance policy covering possible major medical needs of the children. Husband shall obtain and deposit with the wife a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder. The husband's obligation to pay the extraordinary medical expenses of the children is limited to those expenses which are not covered by the medical hospital insurance provided by the husband, as provided in this paragraph, and the medical hospital insurance provided by the wife, if any; this provision is not meant in any way to constitute or create an obligation on the part of the wife to secure or provide medical hospital insurance for the minor children of the parties.

It is understood that in the event of a Judgment of Dissolution of Marriage herein, the wife's benefits under any existing medical policy carried by the husband will be terminated. Therefore, the husband will maintain his present hospital and medical insurance with the wife of the party insured until entry of a Judgment of Dissolution of Marriage. From the date of entry of said Judgment of Dissolution of Marriage forward, the wife shall be responsible solely for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the husband shall have no further obligation in such regard. The husband will cooperate in any way possible to assist the wife to qualify for such medical and hospital insurance coverage on her own; and on or before thirty (30) days after the effective date of entry of the Judgment of Dissolution of Marriage, husband shall provide wife with the necessary forms and documents to enable her to convert his group hospitalization and medical insurance.

Husband shall provide wife with current identification cards in order to enable the wife to identify her coverage and the children's coverage under the hospitalization and medical insurance policies to be provided by husband hereunder.

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## ARTICLE V

### Life Insurance

It is further agreed by and between the parties hereto that the husband agrees to maintain in full force and effect a policy of life insurance, naming the wife as the beneficiary as trustee for the minor children of the parties.

## ARTICLE VI

### College and Professional Education

The husband agrees to provide the children with the financial assistance necessary to enable the pursuit of an education in college or professional school, both graduate and undergraduate. College and professional school expenses shall include tuition, board and room at school, sorority and fraternity dues and initiation fees, costs of books, laboratory fees, allowances, transportation between college and home.

The decision affecting the education of the children including the choice of college or professional school, shall be made jointly by the parties and shall consider the expressed preference of the child; provided, however, that neither party shall unreasonably withhold his or her consent to the expressed preference of the children. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and Petition.

Anything to the contrary herein notwithstanding, the husband will not be obliged to pay for the undergraduate college or professional education of any child unless said child commences his or her undergraduate college or professional school education within sufficient time to conclude four (4) years of

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undergraduate college by the time such child has attained the age of twenty-four (24) years. In the event of illness of a child, or the attendance of a child in the military service, the time so involved which delays pursuit of said college or professional school undergraduate education will not be counted herein.

The husband shall not be obliged to provide a college or professional school education for a child unless said child exhibits a propensity for advanced education, and also that the expenses in connection herewith are within the husband's financial capability.

## ARTICLE VII

### Emancipation Event

With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time the husband's obligations for the children as detailed in this agreement shall terminate:

1. A child's reaching majority or completing trade school or college, whichever shall last occur;
2. A child's marriage;
3. A child's having a permanent residence away from the permanent residence of the wife. A residence at boarding school, camp, trade school, hospital confinement or college is not to be deemed a residence away from the permanent residence of the wife;
4. A child's death;

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5. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;
6. A child's engaging in full-time employment except that a child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete college shall not be deemed an emancipation event.

## ARTICLE VIII

### Real Estate

1. The parties are the owners of certain real property commonly known as 1641 Missouri Drive, Elk Grove Village, Illinois, which property has been sold pending closing. The wife shall be entitled to the net proceeds from the closing after payment of all usual and customary closing costs. The husband shall be reimbursed at closing for a sum equal to one-half (1/2) of the outstanding loan balance on his life insurance.

2. The wife shall be the sole owner of certain real property commonly known as 1770 South Ursula Court, Aurora, Colorado, which is legally described and attached hereto as Exhibit "A". The husband shall quit claim his interest in said property to the wife and the wife shall hold the husband free and harmless from any liability in connection with any future mortgage payments.

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3. The parties are the owners of certain real property commonly known as Unit 6961 Ryan Gultch Road, Silverthorn, Colorado. The wife shall quit claim her interest in said property to the husband and the husband shall hold the wife free and harmless from any liability in connection with any future payments.

4. The parties are the owners of certain real property commonly known as Lot 22, Block 39, located in Sunny Hills, Florida. The wife shall quit claim her interest in said property to the husband and the husband shall hold the wife free and harmless from any liability in connection with any future payments.

5. The parties are the owners of certain real property located in Rhode Island. The husband shall quit claim his interest in said property to the wife and the wife shall hold the husband free and harmless from any liability in connection therewith.

## ARTICLE IX

### Personal Property

1. The parties have divided their furniture, personal property and automobiles by agreement.

2. The parties are the owners of certain savings bonds which shall be sold and the proceeds divided equally.

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3. The wife shall be entitled to the 1984 Federal and State income tax refunds.

4. The husband shall be the sole owner of certain funds on deposit at Space Age Federal Savings and Loan in Denver, Colorado.

## ARTICLE X

### Waiver of Rights

The wife waives any claim she may have to the husband's pension benefits from the United States Government.

The husband waives any claim that he may have to the real property purchased by the wife and commonly known as 326 Clearwater Lane, Schaumburg, Illinois.

The husband waives any claim he may have to the wife's pending inheritance from the estate of her father, John N. Fardal.

## ARTICLE XI

### Waiver of Maintenance

The wife waives any claim she may have to maintenance, whether past, present or future.

The husband waives any claim he may have to maintenance, whether past, present or future.



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## ARTICLE XII

### General Provisions

#### 1. Waiver of Rights in the Property of the Other.

Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property all choses in action, real estate, interests as beneficiaries of trust, bank balances, royalties, bonds, stocks and securities.

#### 2. Execution of Documents.

Each of the parties hereto agrees that he or she will, upon demand by the other, his or her heirs, executors or administrators at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property (real or personal) belonging 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.

#### 3. Acknowledgment of Full Disclosure.

Both parties hereby specifically represent, and it is upon such representation that this Agreement is entered into, that each of them has had this Agreement and the legal effect of each of the provisions hereof fully explained to him or to her and each has fully examined the provisions contained herein and is satisfied with the legal provisions as set forth in this Agreement. The instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other and upon a complete and thorough examination and review of all of the available records and financial statements of both parties.

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#### 4. Inclusion of Entire Agreement in Judgment.

This Agreement constitutes the total Agreement of the parties. In the event either party hereto at any time hereafter obtains a dissolution, and upon approval by a Court of competent jurisdiction, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference.

#### 5. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, assigns, devisees and grantees of the parties hereto.

IN WITNESS WHEREOF, the husband and wife have hereunto affixed their signatures on the day and year first above written.

Judith Y. Murtak 5/20/85  
Petitioner

Michael Murtak 28 MAY 1985  
Respondent

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NOTARY PUBLIC

COMMISSION EXPIRES

THE STATE OF ILLINOIS

COUNTY OF COOK

1985

My Commission Expires

My Commission Expires: Aug 18, 1986

27th day of May, 1985  
SUBSCRIBED & SWORN to before me this

[Signature]  
Notary Public

I, the undersigned, a Notary Public in and for said County and State afore-  
said, do hereby certify that the husband, MICHAEL D. SHUTAK, and the wife,  
JUDITH L. SHUTAK, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that they signed, sealed and delivered the said instrument as their  
free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
) SS.  
) COUNTY OF COOK

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

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*Wanda Vasquez*

DATE 5-16-90

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

Property of Cook County Clerk's Office

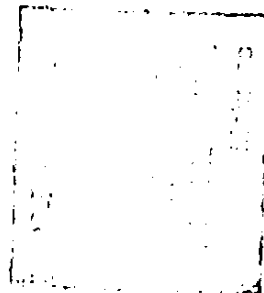
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CASEL HOUSE & LAND  
REGISTRAR OF TITLES

1990 JUN -1 AM 10:48



ATTORNEYS' TITLE  
GUARANTY FUND, INC.  
29 S. LA SALLE 5TH FLOOR  
CHICAGO, IL 60603