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Certificate No. 1021331 Document No. 3893251

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1021331 indicated affecting the
following described premises, to-wit:

3893251

..... LQT Plat #.....
in "The Meadows", being a Subdivision of part of Sections 16 and 17, Town 42 North, Range 10,
East of the Third Principal Meridian, Cook County, Illinois, according to Plat thereof, registered
in the Office of the Registrar of Titles as Document Number 858901,

Section 16+17 Township 42 North, Range 10 East of the
Third Principal Meridian, Cook County, Illinois.

[REDACTED]

CHICAGO, ILLINOIS 6-29 19 90

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Property of Cook County Clerk's Office



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF

SARAH EMMENS,

Petitioner,

plaintiff

v.

ROBERT E. LMMENS,

Respondent.

defendant

NO. ... 89.P.4929

RELEASE (SATISFACTION) OF JUDGMENT

EDWARD P. TEMBORIUS

the judgment creditor

(Judgment creditor)

(assignee of record)

(legal representative)

having received full satisfaction

and payment, releases the judgment entered on May 31, 1990

against defendant Sarah Emmens for

\$ 5,000.00 and costs.

844 Panorama Drive, Palatine, IL 60067

(Address of Judgment Debtor)

June 9, 1990

Edward P. Temborius

Approved:

Edward P. Temborius

Attorney of record

Name
Attorney for
Address
City
Telephone

EDWARD P. TEMBORIUS
" " "
1900 E. Golf Road, Suite M100
Schaumburg, Illinois 60173-5011
(708) 517-7660

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

3893251

COOK COUNTY CLERK'S OFFICE
JUN 29 11 15 AM '90
DEPT. OF CLERK & RECORDS

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

SARAH EMMENS,

plaintiff

v.

ROBERT F. EMMENS

defendant

NO. 89 D 4929

CLERK OF THE CIRCUIT COURT OF COOK COUNTY
JUL 29 11:38 AM '89

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RELEASE (SATISFACTION) OF JUDGMENT

MELVYN H. BERKS

, the

(Judgment creditor)

(assignee of record)

Legal representative

(legal representative)

having received full satisfaction

and payment, releases the judgment entered on May 31, 1990

against defendant ROBERT E. EMMENS for

\$2,237.50 and costs.

478. Ascot Lane, Streamwood, IL 60101
(Address of Judgment Debtor)

June 28

1990

Approved:

[Signature]

Attorney of record

Name MELVYN H. BERKS
Attorney for Respondent
Address 701 Lee Street, Suite 610
City Des Plaines, IL 60016
Telephone 708/296-0460
Atty No. 21078

AURELIA PUCINSKI
MORDECAI WEINBERG, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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

IN RE: THE MARRIAGE OF)	
)	
SARAH ENMENS,)	
Petitioner,)	
and,)	NO. 89 D 4929
)	
ROBERT E. ENMENS,)	
Respondent.)	

JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing, and having been resolved by agreement, the petitioner, SARAH ENMENS, having appeared by the law office of EDWARD P. TEMBORIUS and the respondent, ROBERT E. ENMENS, having appeared by the law office of MELVYN H. BERKS, the Court having heard the evidence, a Certificate of which is filed herein, FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof;

2. The petitioner was a resident and domiciliary of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and maintained a residence and domicile in the State of Illinois for ninety (90) days next preceding the making of these findings;

3. The parties were married on or about October 22, 1960, and said marriage was registered in Chicago, Cook County, Illinois.

4. As a result of the marriage five children were born to the parties, namely, Stephen Howard, born on or about August 9, 1961; Michael Edward, born on or about December 6, 1962; Robert Kenneth, born on or about April 11, 1964; Elizabeth Ann, born on or about December 19, 1967 and David William, born on or about October 23, 1970; no children were adopted by the parties, and the petitioner is not now pregnant.

Handwritten signature/initials

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5. That irreconcilable differences have caused the irretrievable breakdown of the marriage and efforts at reconciliation have failed, with future attempts at reconciliation being impracticable and not in the best interests of the parties. The parties have lived separate and apart from each other as husband and wife for a continuous period exceeding six months.

6. The petitioner is employed by Cigna Insurance Company as an automation support coordinator-trainer, earning a gross annual income of approximately \$30,000.00.

7. The respondent is currently self-employed, with no current income, having voluntarily retired as a food broker and part-owner of L. H. Frohman & Sons, Inc., pursuant to written agreement executed on or about May 11, 1989.

8. The petitioner has proved the marital allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein;

9. The parties hereto have entered in a Written Separation Agreement concerning the questions of the maintenance of the petitioner, the respective rights of each party in and to the property, income or estate which either of them now own or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto and should receive the approval of this Court to be made a part of this Judgment and it is in the words and figures as follows:

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MARITAL PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made MAY 31, 1990, at Chicago, Illinois, by and between SARAH EMMENS, (hereinafter referred to as "wife"), residing in Inverness, Cook County, Illinois, and ROBERT E. EMMENS, (hereinafter referred to as "husband"), residing in Inverness, Cook County, Illinois.

A. The parties were lawfully married in Chicago, Cook County, Illinois, on or about October 22, 1960.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they now live separate and apart from each other.

C. Five children were born to the parties as a result of their marriage. These children are: Stephen Howard, born on or about August 9, 1961; Michael Edward, born on or about December 6, 1962; Robert Kenneth, born on or about April 11, 1964; Elizabeth Ann, born on or about December 19, 1967 and David William, born on or about October 23, 1970. The youngest of said children is currently 19 years of age. No other children were born to or adopted by the parties as a result of the marriage and wife is not now pregnant.

D. Wife has filed, against husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under docket 89 D 4929. The case is entitled; In re the Marriage of SARAH EMMENS, Petitioner, and ROBERT E. EMMENS, Respondent, and that cause remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance

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for husband and wife, the matters of medical and related needs and the education of the children 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 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, personal or mixed 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.

F. Wife has employed and had the benefit of counsel of the offices of EDWARD P. TEMPORIOUS, as her attorney. Husband has employed and had the benefit of MELVYN H. BERKS, as his 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 or 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:

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ARTICLE I

Right of Action

1. This agreement is not one to obtain or stimulate a dissolution of marriage.

2. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by husband. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by wife.

ARTICLE II

Education of Children and Related Matters

1. Husband and wife represent that Robert Kenneth is currently in attendance at medical school at the University of Illinois, and is self-supporting. Their son David William is currently a student at Harper Community College.

2. Husband and wife shall equally divide the expenses for David's remaining trade school or college education remaining after David has applied his own earnings to said education expenses. By "education expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration

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and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., fraternity dues, assessments and charges, and round trip transportation expenses between the trade school or college and the home of child if the child is in attendance at an out-of-town trade school or college, those round trips not to exceed four in any calendar year.

3. Husband's and wife's obligation is conditioned upon the following:

- a. The child has at that time the desire and aptitude for a trade school or college education;
- b. The trade school or college is limited to no more than five years after graduation from high school, except the time shall be extended in the case of serious illness or military service;
- c. The child carries the required number of courses or units so that he or she is considered by the school attended to be a "full time" student and the child maintains a passing grade average as is proscribed by said school;
- d. Copies of all grade reports of the child are forwarded to both husband and wife within ten (10) days after same are issued;
- e. Husband and wife have the financial ability to pay such trade school or college expenses.

3893251

4. Husband and wife shall consult with each other regarding the trade school or college David attends.

ARTICLE III

Medical, Dental, Optical and Related Expenses

1. Wife represents that she is currently a participant in a HMO insurance program through her employer Cigna Insurance Company. She further represents that most of the son David's hospital, medical, health and accident expenses are fully covered through said plan. She shall continue to submit any and all claims for hospital, surgical, optical, orthodontic, psychiatric, and psychological care, for David to said plan, while he is covered by same during his trade school, college or professional school education.

2. In the event that any of David's medical, dental, orthodontic, optical, hospital, surgical, psychiatric, or psychological care expenses, whether ordinary or extraordinary, are not covered through said insurance husband and wife shall each be responsible for payment of one-half (1/2) of said expenses.

3. Husband's and wife's obligation with respect to David shall terminate when he completes his trade school, college, or professional school education.

4. Both husband and wife shall obtain and/or maintain in full force and effect, while they have an obligation to pay for said medical expenses for David, a major medical insurance policy covering David's possible medical needs if it is offered to them by their respective employers at no cost to them. They

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shall obtain and deposit with each other a copy of their respective policies and any subsequent amendments affecting the extent of coverage thereunder. Their respective obligations to pay David's medical expenses are limited to those expenses which are not covered by both of their medical hospital insurance policies, as provided in this paragraph.

5. It is understood that in the event of a Judgment of Dissolution of Marriage herein, the husband's benefits under any existing medical policy carried by the wife will be terminated. Therefore, the wife will maintain her present hospital and medical insurance with the husband 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 husband shall be responsible solely for all of his own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the wife shall have no further obligation in such regard. The wife will cooperate in any way possible to assist the husband to qualify for such medical and hospital insurance coverage on his own; and on or before thirty days after the effective date of entry of the Judgment of Dissolution of Marriage, wife shall provide husband with the necessary forms and documents to enable him to convert her group hospitalization and medical insurance to include him within sixty days of the entry of a Judgment of Dissolution of Marriage in accordance with Chapters 32 and 72 of the Illinois Revised Statutes and in accordance with the Federal Statutes, costs to be assessed to husband.

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ARTICLE IV

Maintenance

1. As and for support and maintenance of the wife, the husband shall pay to wife the sum of \$641.03 per week for a period of one hundred and fifty six (156) weeks (three years), the first payment to be made to wife on or before May 1, 1991 and the last payment to be made on or about April 24, 1994. In the event that husband commences earning gross income at the rate of a minimum of \$50,000.00 per year from any additional source prior to May 1, 1991, said monthly payments to wife shall commence immediately at that time. Said payments shall cease only in the event of wife's decease or in the event that future payments to husband by L. H. Frohman & Sons pursuant to the buy-sell agreement addressed in Article XI below are not made, provided that said non-payment is not a result of husband's actions or requests. No other event, condition, or happenstance shall serve as a basis for modification of the amount or duration of said maintenance payments.

2. Husband and Wife shall both instruct L. H. Frohman & Sons to make said weekly payments of \$641.03 directly to Wife, deducting same from those payments to be made to husband pursuant to their stock purchase agreement with him, as set forth in Article XI herein.

3. All payments to be made by husband to wife pursuant to this article will be periodic payments in discharge of a legal obligation, which, because of the marital or family relationship, is imposed on or incurred by husband under a written instrument

3893251

incident to a dissolution of marriage, all within the meaning and intendment of Sections 71(a) and 215 of the Internal Revenue Code of 1954, as amended and as now in effect and of similar provisions of future laws, and that such payments will be includable in wife's gross income pursuant to Section 71(a) and will be deductible by husband from his gross income pursuant to Section 215 in determining their respective taxable income.

4. Husband hereby waives any right, title, interest and claim to maintenance from wife, whether past, present or future.

ARTICLE V

Marital Residence

1. Husband and wife are presently the owners in joint tenancy of a marital residence commonly known as 379 Ayrshire Lane, Inverness, Illinois, 60067. Husband and wife represent that the home has been sold by contract for the price of \$280,000.00, with an outstanding first mortgage of approximately \$97,600.00, and an outstanding equity loan of approximately \$18,620.25. The closing on said residence is currently scheduled for June 27, 1990. Upon the effective date of entry of the Judgment of Dissolution of Marriage, husband and wife shall convey such property out of joint tenancy to husband and wife as tenants in common; and they shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves, and the like necessary to effectuate said conveyance.

2. Husband and wife shall divide equally the payment of any outstanding mortgage payments, tax escrow payments, homeowner's

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insurance payments, and late fees, in connection with the marital premises becoming due at any time prior to the sale of the marital residence. The Husband represents that the only outstanding first mortgage payments due but not paid prior to the closing of the residence are those due for May and June, 1990, at approximately \$1,158.00 per month; and that the only outstanding equity loan payments due but not paid prior to the closing are those due for April, May, and June, 1990, at approximately \$163.00 per month. He also represents there is an outstanding late fee payment due in the approximate amount of \$42.00. Other than the first mortgage obligation and equity loan obligation, the parties represent and warrant that the marital residence is free and clear of any liens or encumbrances and any taxes or assessments heretofore due thereon have been paid.

3. The gross proceeds derived from said sale shall be divided as follows: payment of outstanding mortgage indebtedness and equity loan due for the period of time after their equal obligations to make those payments specified in paragraph 2 above are computed, payment of broker's commission, real estate taxes, special assessments, closing costs, title charges, and real estate attorney's fees; the balance of said proceeds to be divided as follows; sixty percent (60%) to wife and forty percent (40%) to husband.

ARTICLE VI

Lot In Houghton Lake, Michigan

1. Husband and wife are presently the owners in joint tenancy of a vacant lot in Houghton Lake, Michigan, which is approximately one acre in size. Husband and wife represent that the lot has a

current fair market value of approximately \$2,000.00, with no outstanding liens or incumbrances.

2. Husband and wife shall equally divide any payments incidental to the ownership of said property, such as real estate taxes.

3. Husband and wife shall place said lot for sale immediately, the gross proceeds derived from said sale being divided as follows: payment of broker's commission, real estate taxes, special assessments, closing costs, title charges, and attorney's fees; equal division of remaining net proceeds to husband and wife.

ARTICLE VII

Time-Sharing Units, Cancun, Mexico

1. Husband and wife are presently the owners in joint tenancy of two time-sharing units in Cancun, Mexico. Husband and wife represent that each unit has a current value of approximately \$7,800.00, with an outstanding balance due of approximately \$3,500.00.

2. Upon the effective date of entry of the judgment of dissolution of marriage, husband shall convey to wife the time-sharing unit that is currently scheduled for each November; and he shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to effectuate said conveyance. Wife shall be solely responsible for payment of the outstanding indebtedness on said unit.

3. Upon the effective date of entry of the judgment of dissolution of marriage, wife shall convey to husband the time-sharing unit that is currently scheduled for each April; and she

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shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like necessary to effectuate said conveyance. Husband shall be solely responsible for payment of the outstanding indebtedness on said unit.

ARTICLE VIII

Life Insurance

1. Husband and wife shall retain as their own respective properties, any and all insurance policies currently held on their respective lives; and they hereby waive any right or entitlement they may have to such insurance policies owned by each other.

ARTICLE IX

Automobiles

1. Upon the effective date of entry of the Judgment of Dissolution of Marriage, if not already accomplished, wife shall assign to husband all of her right, title, and interest in and to the 1989 Buick LeSabre automobile. This automobile shall be the sole property of the husband. The parties represent that said automobile has a current value of approximately \$9,825.00 with no outstanding lien or encumbrances.

2. The parties represent that wife is currently leasing a 1987 Pontiac Grand Am automobile. She shall continue to retain said access to said automobile, and shall be solely responsible for any and all payments remaining on said lease, or any other payments incidental to her access to said automobile; and she indemnifies and holds husband harmless therefrom.

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ARTICLE X

Personal Property

1. Husband shall receive as his sole property and possession all of the furniture, furnishings, works of arts and other personal property itemized in Exhibit A, attached hereto and made a part hereof. All of the remaining personalty shall remain the sole property and possession of the wife.

ARTICLE XI

Husband's Buy-Sale Agreement With L. H. Frohman & Sons, Inc.

1. Husband was previously part owner and shareholder in L.H. Frohman & Sons, an Illinois Corporation serving in the capacity as a food brokerage company. On or about May 11, 1989, husband entered into an agreement with L. H. Frohman & Sons, Inc. characterized as a "stock purchase agreement," in which he sold any and all of his interest in said company back to said company. At the commencement of said agreement, and pursuant to the terms of said agreement, upon the its execution, and effective date, husband commenced receiving weekly payments of \$961.54 for his interest in said company, which are to be paid out over five years (260 weeks).

2. Although husband's payments of maintenance to wife are not to commence until May 1, 1991, it is contemplated and represented by the parties that wife's one-half (1/2) interest in said weekly payments of \$961.54 shall vest commencing on May 1, 1990.

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3. In the event that L. H. Frohman & Sons, Inc. is subsequently discharged in bankruptcy, wife shall receive from husband immediately upon entry of said discharge order, a sum totaling one-half (1/2) of any and all monies received by husband pursuant to his buy-sell agreement with L. H. Frohman & Sons, Inc., for the period of time commencing May 1, 1990, through and including date of entry of said bankruptcy discharge order.

4. It is contemplated that husband will purchase a residential real estate property subsequent to the entry of judgment of dissolution of marriage. Husband further represents that he will be making a down payment of approximately \$50,000.00 toward same. Wife shall receive a lien upon any such real estate in an amount not to exceed \$100,000.00, said sum representing her one-half (1/2) interest in said monies received by husband pursuant to the Frohman contract, commencing May 1, 1990.

ARTICLE XII

Merrill Lynch Account

1. Husband and wife currently jointly own an account with Merrill Lynch, the balance of said account currently totalling approximately \$47,969.83. Wife shall receive as her sole property and possession sixty percent (60%) of said funds; and husband shall receive as his sole property and possession forty percent (40%) of said funds.

2. Husband and wife shall each release and assign to the other or his or her nominee, their interest in said account, except as specified herein. They shall execute all necessary documents to effectively release and transfer to the other or his or her nominee any claim or interest held by that party in said account.

ARTICLE XIII

Banking Accounts

1. Wife shall retain as her sole property and possession the Woodfield Bank account, with a current balance of approximately \$2,308.00. Husband shall execute all necessary documents to effectively release and transfer to wife any claim or interest held by husband in said account, if not already done.

2. Husband shall retain as his sole property and possession the First Nationwide Bank account, with a current balance of approximately \$800.00, which will be applied toward his current outstanding income taxes. Wife shall execute all necessary documents to effectively release and transfer to husband any claim or interest held by wife in said account, if not already done.

ARTICLE XIV

Individual Retirement Accounts

1. Wife shall retain as her sole property and possession the Individual Retirement Account held in her name through Merrill Lynch, having a current value of approximately \$7,436.00. Husband shall execute all necessary documents to effectively release and transfer to wife any claim or interest held by husband in said account.

2. Husband shall retain as his sole property and possession the Individual Retirement Account held in his name through Merrill Lynch, having a current value of approximately \$10,706.00. Wife shall execute all necessary documents to effectively release and transfer to husband any claim or interest held by wife in said account.

ARTICLE XV

Wife's Deferred Compensation Benefits

1. Wife currently owns a profit-sharing program through her employer, Cigna Insurance Company, with a balance of approximately \$28,869.03. Wife shall retain as her sole property and possession said profit-sharing account, as well as any and all deferred compensation benefits currently held through her employer; and husband waives and indemnifies wife from any claim he may have on said benefits. He shall execute any and all necessary documents to effectively release and transfer to wife any claim or interest he may hold in said benefits.

ARTICLE XVI

Debts and Obligations

1. Except as otherwise specified herein, husband and wife shall each be solely responsible for their own respective debts as incurred subsequent to the entry of the Judgment for Dissolution of Marriage.

ARTICLE XVII

Counsel Fees

1. Wife shall pay to EDWARD P. TENBORIUS the sum of \$5,000⁰⁰ and for the balance of his attorney's fees and costs.

2. Husband shall pay to MELVYN H. BERKS the sum of \$2237.50⁰⁰ and for the balance of his attorney's fees and costs.

3. Wife acknowledges that she is fully satisfied with the representation she has received from EDWARD P. TENBORIUS; husband acknowledges that he is fully satisfied with the representation he has received from MELVYN H. BERKS throughout this cause. They also acknowledge as follows:

3893251

- (a) The time expended was necessary and appropriate;
- (b) The total fee and the hourly rate are reasonable;
- (c) The economic consequences of the settlement agreement allow Husband and Wife to pay their own respective attorney's fees; and
- (d) Husband and Wife acknowledge the importance of the subject matter involved, the degree of responsibility exhibited and the skill of the attorneys employed, and having acknowledged that, Husband and Wife are fully satisfied with the services rendered herein.

ARTICLE XVIII

Distribution of Marital Estate

1. As specified previously herein, the parties have agreed to equally divide the proceeds received from the sale of the Houghton Lake, Michigan lot. They have further agreed to divide the two time-sharing units held in Cancun, Mexico, of equal value, by their each receiving one-unit as their sole respective property and possession.

2. The parties have further agreed to divide both the proceeds derived from the sale of the marital residence at 379 Ayrshire, Inverness, Illinois, and the Merrill Lynch account valued at approximately \$47,969.83, as follows: sixty percent (60%) to wife and forty percent (40%) to husband.

3. The parties also agree and intend to divide the following assets, having a total value of approximately \$60,848.00, by awarding wife those assets being valued at sixty percent (60%) of said total, with husband to receive those assets being valued at forty percent (40%) of said total:

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<u>WIFE</u>		<u>HUSBAND</u>	
Profit-sharing funds	\$28,869.03	Husband's I.R.A.	\$10,706.00
Wife's I.R.A.	7,436.00	1988 Buick	9,825.00
Woodfield Bank account	2,308.00	Funds borrowed from home equity loan	2,000.00
Total	<u>\$38,613.03</u>	Total	<u>\$22,531.00</u>
Wife's total		\$38,613.03	
Husband's total		<u>\$22,531.00</u>	
TOTAL		\$61,144.03	
		60% = \$36,686.42	
		40% = \$24,457.61	

4. The parties shall retain those items of property as apportioned in paragraph 3 above, with Wife paying to Husband from her share of the proceeds derived from the sale of the residence, the adjustment sum of \$1,926.61. There will also be an adjustment paid by either party to the other to reflect a 60% (Wife)/40% (Husband) division of any increase or decrease in Wife's profit-sharing funds, as evidenced by her new statement that will be issued by her employer approximately the first week in June, 1990. This adjustment will also be paid from the house sale proceeds.

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ARTICLE XIX

General Provisions

1. Execution of Documents: Except as otherwise provided, petitioner and respondent shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said petitioner and respondent in the manner herein agreed and provided. If either petitioner or respondent for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the petitioner and respondent designate any judge or associate judge of the Circuit Court of Cook County, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, petitioner and

3893251

respondent hereby forever relinquish, release, waive, and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between said petitioner and respondent, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and petitioner and respondent further covenant and agree for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this agreement; and petitioner and respondent agree that in the event any suit shall be commenced, this release, when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and petitioner and respondent further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release,

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waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with provisions of this agreement, or the rights of either party under this agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, petitioner and respondent hereby waive and relinquish all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and petitioner and respondent further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should petitioner or respondent die intestate, this agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the petitioner and respondent had never been married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by petitioner or respondent of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

4. In the event any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a judg-

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ment for dissolution of marriage, then any pending proceeding before such court shall be suspended so that petitioner and respondent shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then the entire agreement shall become voidable at the option of petitioner or respondent.

5. Upon entry of judgment for dissolution of marriage in the action pending between petitioner and respondent, this agreement shall become in full force and effect; and the contents of this agreement shall be disclosed to the judge assigned to hear testimony and evidence in the pending action for dissolution of marriage brought by wife against husband and may be adopted and incorporated by reference, in whole or in part, by the court, as a part of its judgment. This agreement and its terms shall be merged in the Judgment, but the same shall continue to have independent legal significance without the ambit of said judgment and shall be subject to enforcement by petitioner or respondent as in the case of any other contract or agreement. Petitioner and respondent, in order to protect the right of privacy of the other, shall not publish or disclose the terms hereof without the clear necessity therefor.

6. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction,

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enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment for dissolution of marriage holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The petitioner and respondent agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement was prepared and executed in Illinois, and the petitioner and respondent are residents of and domiciled in Illinois. Wife filed an action for dissolution of marriage in Illinois and husband filed his appearance and response in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

7. All orders of court entered in the action presently pending between the parties hereto providing for payment of temporary attorneys fees and other expenses of suit shall continue to remain in full force and effect to and including the day preceding the effective date of this agreement and notwithstanding anything herein otherwise provided, any amounts which have been accrued pursuant to such temporary orders and which remain unpaid as of the effective date of this agreement shall be deemed to be vested and the party obligated to pay any of said accrued amounts shall pay such entire sum to the party or attorney entitled to receive same and said payment shall be made within ten (10) days after the effective date of this agreement and in addition to all other obligations contained in this agreement.

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IN WITNESS WHEREOF, SARAH EMMENS and ROBERT E. EMMENS,
have hereunto set their respective hands and seals the day and
year first above written.

Sarah A. Emmens

Robert E. Emmens

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, appeared SARAH EMMENS, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of May, 1990.

Edward P. Temberino
NOTARY PUBLIC
SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, appeared ROBERT E. EMMENS, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of May, 1990.

Edward P. Temberino
NOTARY PUBLIC
SEAL

3893251

ROBERT EMMENS

T.V.

V.C.R.

Family room couch

Family room recliner

Family room wooden floor lamp

Indian picture

1/2 Harwood pictures

Chess' set

Double bedroom furniture

Bookcase in living room

Living room end table

Dry bar

Living room lamp

Ceramic eagle collection

Bicycle Portrait

Brass Bicycle

Original kitchen set with benches

Pool table and chairs

12 cup Mr. Coffee

Tools

Toro Lawnmower

Shotgun

Golf Clubs

Bedroom Stereo

Writing table and bookcase

Rocking chair

Assorted cutlery

Assorted childrens' pictures

Tony Robbins' tapes

1 wall phone

Family room table

Assorted pots and pans

Garden tractor to be sold, proceeds to be divided equally by Husband and Wife.

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WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AND THE COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ADJUDGE AS FOLLOWS:

A. The bonds of matrimony now existing between the petitioner, SARAH EMMENS, and the respondent, ROBERT E. EMMENS, by and the same are hereby dissolved pursuant to statute. That said Dissolution is granted to both petitioner and respondent.

B. The Written Separation Agreement between the petitioner and respondent as herein above set forth in full, is made a part of this Judgment of 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 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. Each of the parties hereto 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.

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

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E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including the terms of the Written Separation Agreement incorporated herein.

REMITTANCE LIFE COMPANY

ENTER: **ENTERED**

MAY 31 1990

William A. Wilson

DATED: _____

APPROVED: *Sarah A. Emmens*

Robert J. Emmens

Law Offices of Edward P. Temborius
Attorney Code No. 51056
Attorney for Sarah Emmens
Centennial Center
1900 East Golf Road
Suite M100
Schaumburg, Illinois 60173-5011

(708) 317-7660

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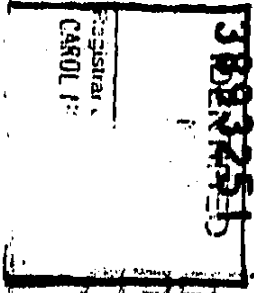
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CAROL ANN BLOOMER
REGISTRAR OF TITLES

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ENTERED

JUN 29 1990

Property of Cook County Clerk's Office

REPUBLIC TITLE COMPANY
1000 N. STATE ST.
CHICAGO, ILL. 60610

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 6/29/90

Aurelia P. ...

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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