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CHICAGO, ILLINOIS 7-5-19 1968

*[Handwritten signature]*

Third Principal Meridian, Cook County, Illinois.

Section 14 Township 11 North, Range 13 East of the

*9410 North Ave. Const. 11-6-68*

*Pin# 10-14-200-013*

*Shaw's registry*

That part of Lot Five (5) in square division of part of the Northwest one quarter (1/4) and northeast one quarter (1/4) of Section 14, Township 11 North, Range 13, East of the Third Principal Meridian, lying West of the West line of Drake Avenue, as hereinafter dedicated except the West 251 feet thereof.

following described premises, to-wit:

on the Certificate 1905355 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

Certificate No. 1905355 Document No. 77-2179

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June 14, 1990

I, the undersigned, MARLENE MILLER, do hereby  
 acknowledge the receipt of the sum of ONE HUNDRED  
 TWENTY-FIVE THOUSAND DOLLARS, from LEO MILLER,  
 pursuant to the provisions of the Judgment For  
 Dissolution of Marriage, entered in Cause No.  
 87 D 8689, and in keeping with the Stipulation to  
 Modify said Judgment, dated June 14, 1990,  
 and the Order entered on said Stipulation on  
June 27, 1990, His Honor, Judge  
RONALD W. OLSON, presiding.

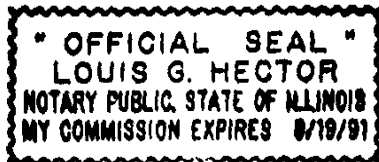
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*Marlene A. Miller*  
 \_\_\_\_\_  
 MARLENE MILLER

SUBSCRIBED AND SWORN TO  
 before me this 14<sup>th</sup> day  
 of June, A.D. 1990.

*Louis G. Hector*  
 \_\_\_\_\_

Notary Public



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF

LEO MILLER,

PETITIONER,

-and-

MARLENE MILLER,

v.

RESPONDENT.

NO. 87 D 8689

ORDER

On Stipulation of the parties hereto, acting in their own proper persons, IT IS HEREBY ORDERED:

- (1) That sub-paragraphs A) through F), inclusive, of Article V, Paragraph 1 of the said Judgment For Dissolution of Marriage, shall be deleted, in their entirety;
- (2) That, in lieu thereof, the following provisions shall be incorporated into the said Article V, Paragraph 1:
  - (a) That the Husband shall purchase the interest of the Wife in the subject marital residence, for the sum of \$125,000.00;
  - (b) That the Husband may place a mortgage on said premises, for the purpose of acquiring such financing as may be necessary for him to comply with sub-paragraph (a) hereof;
  - (c) That the Wife shall execute a Quitclaim Deed of all of her interest in and to the said marital residence to the Husband, in consideration of her receiving the said \$125,000.00, which shall be allocated, as follows:
    - I The sum of \$75,000.00 to her interest in the marital premises;
    - II The sum of \$50,000.00 to the waiver by the Wife of any right, title or interest she may otherwise have had in and to the Pension Fund of the Husband from the University of Illinois, pursuant to Article V, Paragraph 4 of the Judgment For Dissolution of Marriage.

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*[Handwritten signature]*

ENTERED

Name LOUIS G. HECTOR #04491  
 Attorney for Respondent  
 Address 4711 Golf Road, Suite 407  
 City Skokie, IL 60076  
 Telephone (708) 674-2020

June 27, 1990 JUN 27 1990 19.90

ENTER: RONALD W

Judge



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STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF C O O K )

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

IN RE: THE MARRIAGE OF )  
                          ) )  
LEO MILLER, )  
                          ) Petitioner )  
                          ) )  
-and- )  
                          ) )  
MARLENE MILLER, )  
                          ) Respondent )

No. 87 D 868

FILED  
JUN 27 1990  
RONALD W. OLSON

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STIPULATION TO MODIFY  
JUDGMENT FOR DISSOLUTION OF MARRIAGE

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, acting in their own proper persons, that the Judgment for Dissolution of Marriage, heretofore entered herein on October 19th, 1988, His Honor, Judge Ronald W. Olson, presiding, may be modified, as follows:

(1) That sub-paragraphs A) through F), inclusive, of Article V, Paragraph 1 of the said Judgment For Dissolution of Marriage, shall be deleted, in their entirety;

(2) That, in lieu thereof, the following provisions shall be incorporated into the said Article V, Paragraph 1:

- (a) That the Husband shall purchase the interest of the Wife in the subject marital residence, for the sum of \$125,000;
- (b) That the Husband may place a mortgage on said premises, for the purpose of acquiring such financing as may be necessary for him to comply with sub-paragraph (a) hereof;
- (c) That the Wife shall execute a Quitclaim Deed of all of her

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interest in and to the said marital residence to the Husband, in consideration of her receiving the said \$125,000.00, which shall be allocated, as follows:

I The sum of \$75,000.00 to her interest in the marital premises;

II The sum of \$50,000.00 to the waiver by the Wife of any right, title or interest she may otherwise have had in and to the Pension Fund of the Husband from the University of Illinois, pursuant to Article V, Paragraph 4 of the Judgment For Dissolution of Marriage.

Dated: June 14, 1990.

*Leo Miller*

LEO MILLER, Husband

*Marlene A. Miller*

MARLENE MILLER, Wife

LOUIS G. HECTOR  
Attorney for Respondent  
4711 Golf Road, Suite 407  
Skokie, IL 60076  
(708) 434-2020

COOK COUNTY CLERK'S OFFICE

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I HEREBY CERTIFY THE ABOVE TO BE VALID.

DATE 6-27-90

*Amelia Purnell*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY. *AP*

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

#51335

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

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

IN RE: THE MARRIAGE OF )  
 )  
LEO MILLER )  
Petitioner, )  
 )  
and ) No. 87 D 8689  
 )  
MARLENE MILLER )  
Respondent )

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on to be heard as an uncontested case upon LEO MILLER's Petitioner for Dissolution of Marriage and upon the Response thereto by MARLENE MILLER, and the Petitioner having appeared by and through his attorney Nancy C. Pascucci the Respondent having appeared by and through her attorney Irvin J. Jacobson and the Parties having entered into a written agreement as to their rights, the provisions of which are more fully set forth incorporated herein, and both parties appearing in open Court in their own proper persons and by and through their attorneys. The Court having heard the testimony of witnesses taken in open Court in support of said Petitioner's Petition (a certificate of which evidence is filed herein) and now being fully advised in the premises:

FINDS:

1. This Court has jurisdiction of the parties hereto and the subject matter hereof;
2. The Petitioner was a resident of the State of Illinois



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and the County of Cook at the time the Petition for Dissolution of Marriage was commenced and has maintained a residence in the State of Illinois for 90 days next preceding the making of these findings;

3. The parties were married on September 10, 1966 and said marriage was registered in Rochester, New York, Monroe County;

4. As a result of the marriage two children were born to the parties, namely: TRICIA, born April 14, 1971, and MATTHEW, born July 17, 1972. No children were adopted by the parties, and the Respondent is not now pregnant;

5. That the marriage has suffered an irretrievable breakdown due to irreconcilable differences without fault or provocation of the part of either party;

6. The Petitioner is gainfully employed and contributing to the support of the minor children;

7. The Respondent is gainfully employed on a part-time basis and is receiving maintenance from the Petitioner;

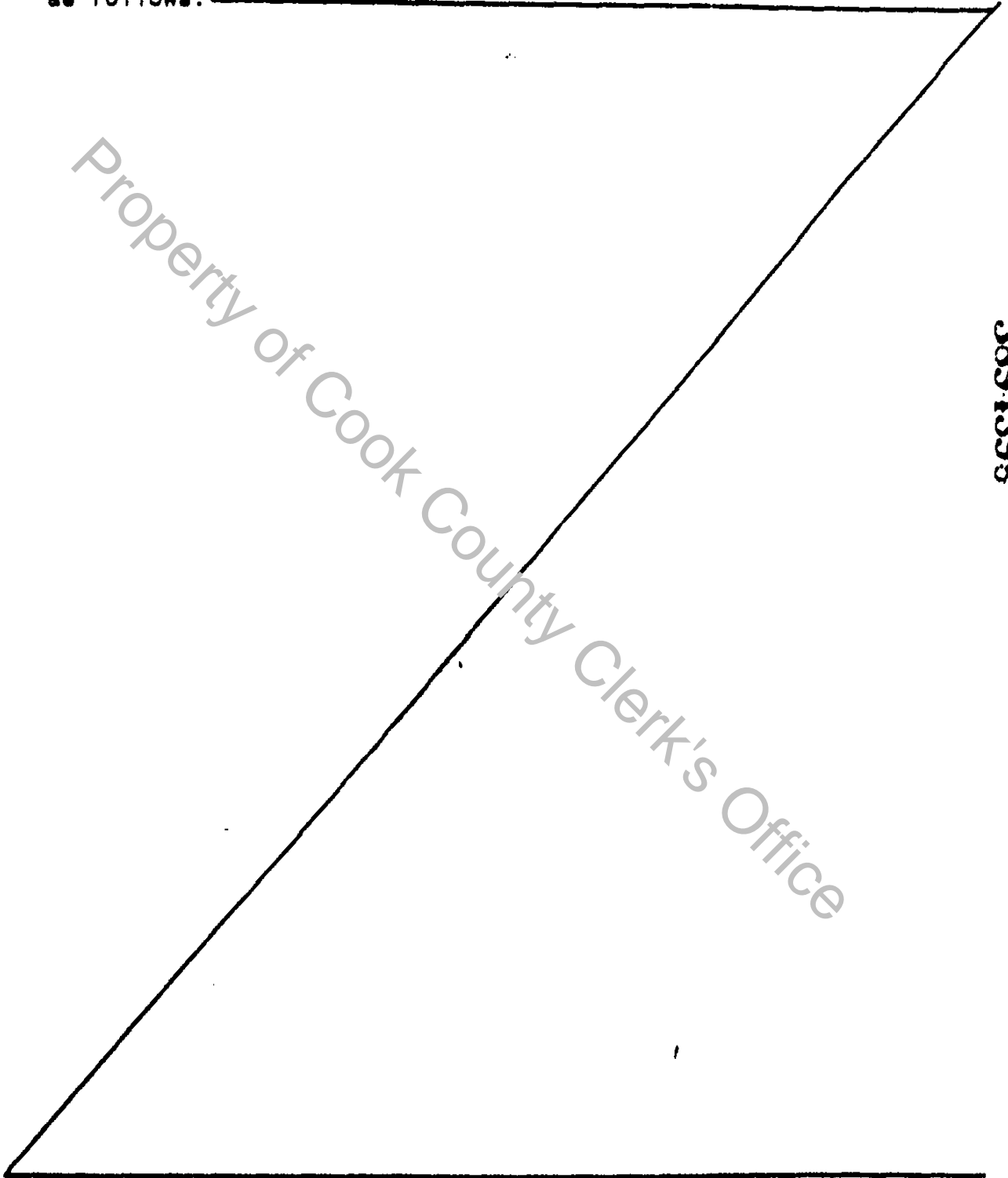
8. The parties hereto have entered into a Written Agreement concerning the questions of the maintenance of the Respondent, support of the children, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and 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

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to be made a part of this Judgment and it is in words and figures  
as follows:



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## SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 19 day of October, 1988, *P.M.*  
between LEO MILLER, hereinafter referred to as the "Husband" and  
MARLENE MILLER, hereinafter referred to as the "Wife."

## RECITALS

A. The parties hereto are now Husband and Wife, having been lawfully joined in marriage on the 10TH DAY OF SEPTEMBER, 1966, in Rochester, New York, Monroe County where their marriage was registered.

B. The parties are now and have been for some time past, irreconcilably estranged from each other as a result of which they have not been living together as husband and wife since October 1, 1986.

C. The parties acknowledge that there were two (2) children born to them as a result of their marriage, namely:

TRICIA, born April 14, 1971, and  
MATTHEW, born July 17, 1972

Both parents are fit and proper persons to have the care, custody and control of the children.

No children were adopted by the parties, or either of them during the marriage, and the Wife is not now pregnant.

D. The Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois Domestic Relations Division No. 87 D 8689 and the Wife has filed an Answer thereto.

E. The parties hereto consider it to be in their best interest to settle between themselves now and forever the matter

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of maintenance for the Husband and Wife, the custody, support, visitation, medical, educational and related needs and requirements of their children, their respective rights of property and all 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 the other, or any rights or claims in and to the estate of the other.

F. The Husband is represented by Nancy C. Pascucci and the Wife is represented by Irvin J. Jacobson of Griffith & Jacobson. Both parties acknowledge that they have had the benefit of the advice, investigation and recommendations of their respective attorney with reference to all matters pertaining to the subject matter of this Settlement Agreement. They acknowledge also that they are conversant with and understand all rights, duties and obligations as they relate hereto.

G. Each party represents to the other that he has made a full, fair and complete disclosure of all of the income, property, wealth and estate owned by him, whether marital or non-marital, whether owned individually or with others and whether now owned or in expectancy, and that such representations are true and correct. Each party further acknowledges that he understands that the other party has been induced into entering into this Settlement Agreement, in whole or in part, based upon

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the truthfulness of such disclosures. In the event, however, it shall later be determined that any material fact or circumstance pertaining thereto has been falsely represented, such party shall have the right to rescind this Settlement Agreement, and pursue all remedies available to him in law or in equity.

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

ARTICLE I

RIGHT OF ACTION

1. Reservation of Rights. This Settlement Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage and is without collusion as to this or any other cause of action or defense existing between the parties. Each party reserves the right to prosecute any action for a dissolution of marriage, or otherwise, which has been or may hereafter be commenced and to defend any such cause of action.

2. Incorporation of Agreement. If any Court shall alter, change or modify any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any proceeding pending before the Court shall be suspended so that each party shall have an opportunity to consider the same and, if necessary, renegotiate all or any part hereof and if the parties

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are unable to come to an alternative agreement, then either party shall have the option at such time to rescind this Agreement.

## ARTICLE II

### CHILD CUSTODY, VISITATION AND RELATED MATTERS

1. Right of Custody. The parties shall have Joint Legal Custody, and each residential parent shall have the primary care of the child residing with them. The parties agree to consult with each other regarding the children's welfare.

2. Place of Residence and Visitation. Matthew shall reside with the Wife and Tricia shall reside with the Husband. Each parent shall have the right to frequent and liberal visitation with the non-residential child, and shall share holidays jointly with both children. Mothers day will be spent with the Wife and Father's day will be spent with the Husband.

a) Summer vacation as set by the parties.

b) Other reasonable times as agreed.

3. Exchange of Information. During the period of visitation, the Husband and Wife shall keep each other informed of the current address and telephone number of his respective residence and place of employment. In the event either party shall temporarily travel or otherwise be away from such residence or place of employment for an extended period of time, then that party shall notify the other of such fact and shall provide the other with a telephone number where or through which he may be reached in the event of an emergency pertaining to the children.

4. Illness of a Child. Each party shall advise the other

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of any serious illness or injury sustained by a child as soon as practical after gaining knowledge of same and shall direct any medical personnel involved in the treatment of a child to give the other all information requested regarding any such illness or injury if the other so requests.

3. Primary/Secondary Education. The parties shall jointly be responsible for selecting and directing the education pursuits of the children.

## ARTICLE III

### CHILD SUPPORT AND RELATED MATTERS

1. Child Support. Except as may be otherwise herein provided, the Husband shall pay to the Wife for the support of Matthew, the sum of \$450.00 per month until his emancipation.

2. Termination of Child Support. The Husband's obligation for support shall continue until each child attains full emancipation. Full emancipation shall be deemed to have occurred upon the earliest of the following to happen:

- a) the child attaining the age of 18 or graduation from high school, whichever occurs last;
- b) the child's marriage;
- c) the child's full time residence away from the residential parent, except for schooling, but including enlistment into the military service;
- d) the child's engaging in a full time employment except that a child engaging in full time employment during summer vacations from school

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shall not be deemed an emancipation event;

e) the death of the child.

3. Dependant Exemptions. The Husband shall be allowed to claim Tricia as a dependant exemption for all tax purposes and the Wife shall be allowed to claim Matthew as a dependant for all tax purposes. The parents shall continue to split the dependant exemptions as long as that child resides with each of them.

4. Maintenance. The wife shall receive as maintenance the sum of \$300.00 per month for five (5) years. These sums are conditional only upon the husband's maintaining any position at a salary substantially equal to his present salary of approximately \$40,000.00 yearly. The Husband agrees to waive his claim to support and maintenance from the wife, and understands that by doing so at this time he cannot come into this Court or any other Court to reinstate it.

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*Life insurance in the amount of \$5,000 with the children as beneficiaries until the present child has been emancipated*

ARTICLE IV

**MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES FOR SPOUSE AND CHILDREN**

1. Ordinary/Extraordinary Expenses. During such time as the Husband shall have the obligation to pay support for, to contribute toward the educational expenses of, or during any other period of dependancy of the children, the Husband shall be solely responsible for maintaining medical insurance coverage for both the dependant children. The Husband shall also be responsible for medical insurance coverage for the Wife for a period of three (3) years providing he remains employed with the University of Illinois. The Wife shall, however, pay her own out



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of pocket ordinary and extraordinary medical expenses. The Wife shall be responsible for all ordinary medical, dental and optical expenses for Matthew not covered by insurance, and the Husband shall be responsible for all ordinary expenses for Tricia. In the case of all other medical expenses for Matthew including serious illnesses, psychological evaluation and treatment, prosthetic devices, wheelchairs and other medical appliances, eye glasses, or accidents and the like, the foregoing shall be considered extraordinary and shall be shared equally by the Husband and Wife. The Husband shall provide the Wife with a copy of the then current insurance policy and any subsequent amendments affecting the extent of coverage and a current identification card reflecting the name of the insurance carrier and the policy number. The Husband shall also provide the Wife with all necessary insurance forms and extend his cooperation in order to provide payment of medical expenses incurred over the agreed limitation.

2. Consultation Between the Parties. In the event of any serious illness of the children or of the need for any extraordinary medical, hospital, surgical care, or for the extraordinary optical or dental needs and requirements of the children, the Wife shall first consult with the Husband before incurring any such expense except that her obligation to consult with him shall not apply in the case of any emergency where the life and health of the child may be imperiled by delay. The Husband shall also have the right at his sole and separate expense, to seek a second consultation or opinion with respect to

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determining the need for any such extraordinary expense, provided that such right to do so shall be subject to considerations of immediate attention to the treatment of the underlying medical or dental condition of the child.

ARTICLE V

1. Marital Residence and Debts. The parties jointly own the marital residence at 9410 Drake, Evanston, Illinois 60203. The mortgage remaining in the residence \$50,000.00. The parties agree upon the following disposition:

- A) The house shall remain in joint tenancy until it is sold;
- B) The Wife shall have the interim exclusive possession;
- C) Upon the execution of this document, the residence shall be placed on the market for immediate sale;
- D) If the home is sold for \$250,000.00, or under, the Wife shall receive \$125,000.00 from the proceeds;
- E) For every additional amount realized, one-half the difference will be added to the Wife's \$125,000.00. [Example: 260,000 sales price Wife receives 130,000.]
- F) All costs of repair and sale shall be shared equally by the parties and paid by each party from their distributive share.

2. Motor Vehicles. The Wife shall retain the 1983 Chevrolet Capri now in her possession and the Husband shall quit claim his

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interest therein. The husband shall retain the 1981 Honda Accord now in his possession, and the Wife shall quit claim her interest therein.

3. Furniture and Furnishings. The Wife shall retain all furniture and furnishings in her possession and the husband shall retain all the furniture and furnishings in his possession at the time of the entry of the Judgment for Dissolution. Each party acknowledges that the personal property has been divided to their mutual satisfaction.

4. Pension Fund. The Husband's University of Illinois Pension Fund of approximately \$23,000.00 shall be solely the Husbands, and the Wife hereby waives any right to the interest thereto.

ARTICLE VI

DEBTS AND OBLIGATIONS

Except as may be otherwise hereinafter provided, any debt or obligation which may have been incurred by either of the parties for their personal use or benefit subsequent to the date hereof shall be paid by the party who incurred same. Each shall hold the other safe and harmless and indemnify the other from any loss or damage which may be sustained by the other as a result of the nonpayment thereof.

ARTICLE VII

ATTORNEY'S FEES

Each party shall be responsible for his own attorney's fees

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in connection with this proceeding.

ARTICLE VIII

MISCELLANEOUS

1. Non-modifiable. Any provisions herein contained relating to property disposition and maintenance shall not be modified, altered or revoked by either party except by their mutual written agreement.

2. Post judgment Proceedings. In the event either party shall willfully or unreasonably fail to duly perform his or her financial or other undertakings as required herein, as a result of which the other shall incur any expense, including attorney's fees, to enforce the provisions and terms of this Settlement Agreement, said party shall indemnify and hold the other harmless for any such expenses, including the payment of attorney's fees.

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ARTICLE IX

GENERAL PROVISIONS

Execution of Documents. Except as otherwise provided, each of the parties shall execute, acknowledge and deliver on the date the Court enters the Judgment for Dissolution of Marriage 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

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purposes of this Settlement Agreement and establish of record the sole and separate ownership of the described properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Settlement 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 parties 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.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

*Leo Miller*  
\_\_\_\_\_  
LEO MILLER  
*Marlene A. Miller*  
\_\_\_\_\_  
MARLENE MILLER

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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, LEO MILLER, and the Respondent, MARLENE MILLER, be and the same are hereby dissolved pursuant to statute. That said Dissolution is granted to both Petitioner and Respondent.

B. The Oral/Written 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 in 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. Except for the provisions as set forth in the aforesaid Agreement, all 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 real,

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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, is forever barred and terminated.

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 Oral/Written Agreement incorporated herein.

ENTER:



JUDGE

Nancy C. Pascucci-51335  
Attorney for Petitioner  
35 E. Wacker Dr., #2130  
Chicago, Illinois 60601  
(312) 346-6111

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| IDENTIFIED<br>No.   |
| REAL ESTATE INDUSTRY GROUP<br>CAROL MURPHY BRUN<br>R.E.I. |

REAL ESTATE INDUSTRY GROUP  
1820 Ridge A.  
Evanston, IL 60201

Order # C-4115