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Certificate No. 1291116 Document No. 3897613

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1291116 indicated affecting the
following described premises, to-wit:

LOT 8 IN BLOCK 4 IN HOMEWOOD TERRACE UNIT NO. 1, BEING A
SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE
OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON
JANUARY 18, 1961, AS DOCUMENT NO. 1960782, IN COOK COUNTY,
ILLINOIS.

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P.I.N. 32-05-404-008

Section 5 Township 35 North, Range 14 East of the
Third Principal Meridian, Cook County, Illinois.

GREATER ILLINOIS TITLE COMPANY
One North LaSalle St. Suite 1230
Chicago, Illinois 60602

CHICAGO, ILLINOIS 7-18 1990

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0 3 8 Attorney No. 322950

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

**DISPOSED OF BY
JUDGE JOHN J. BEATTY**

IN RE THE MARRIAGE OF)
CLAUDETTE E. SIMKINS)
 Petitioner)

and)

No. 89 D 15398

DANIEL G. SIMKINS)
 Respondent)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard by stipulation as an uncontested matter upon the Petition For Dissolution of Marriage filed herein; the Petitioner, CLAUDETTE E. SIMKINS, appearing in open Court in her own proper person and by her attorney, JOHN M. KING; the Respondent, DANIEL G. SIMKINS, having filed an Appearance, and having filed a Stipulation to have this matter heard as a default, and further being represented in open Court by his attorney, ANDREW D. ROSS, the Court having heard the testimony in support of the Petition For Dissolution (a transcript of which evidence has been ordered filed herein) and the Court being fully advised of the premises:

DOES FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
2. At the commencement of this action, the Petitioner was domiciled in and a resident of the State of Illinois, County of Cook, and has maintained said domicile and residence for at least 90 days preceding the entry of this finding.

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*No Fees
Please Only*

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3. That the parties hereto were lawfully married on June 27, 1959, at Riverdale, Illinois, and that said marriage was duly registered in Cook County, Illinois.

4. That as a result of the marriage of the parties hereto, there were three children born to the marriage. However, all three children are presently fully grown and emancipated and over eighteen years of age, and not dependent upon either of the parties hereto for any contribution to their support. Further, no children were adopted, and the wife is not presently pregnant.

5. That irreconcilable differences have caused an irretrievable breakdown of the marriage of the parties hereto, and attempts at reconciliation have failed, and further attempts at reconciliation would be impractical, and that the parties have lived separate and apart, and not as man and wife for a period in excess of six (6) months, and have stipulated and agreed to the entry of a Judgment based on six month separation and irreconcilable differences. Further, that it is in the best interests of the parties that said marriage be dissolved.

6. The parties have entered into a Settlement Agreement dated *April 20, 1990*, concerning the questions of the maintenance (alimony) rights of the parties, the respective rights of each party in and to the property, income, and 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 was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to

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receive the approval of this Court, and it is in words and figures as follows: _____

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MARITAL SETTLEMENT AGREEMENT 1 3

THIS AGREEMENT made this undersigned date by and between CLAUDETTE E. SIMKINS (hereinafter referred to as CLAUDETTE or Wife), residing in Rosemoor, Illinois, and DANIEL C. SIMKINS (hereinafter referred to as DANIEL or Husband), residing in Lansing, Illinois.

RECITALS:

A. The parties hereto were lawfully married on June 27, 1959, which marriage was registered at the Village of Riverdale, County of Cook, State of Illinois.

B. Irreconcilable difficulties have arisen between the parties and as a result they separated and they now live separate and apart; further, the wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois-Domestic Relations Division, in Cause No. 89 D 15398, which case remains pending and undetermined.

C. Three (3) children were born to the parties hereto as a result of the marriage. All three children are presently fully grown and emancipated and over eighteen (18) years of age, and not dependent upon either of the parties hereto for any contribution to their support. Further, no children were adopted by the parties, nor is the Wife now pregnant.

D. Without any collusion as to any dissolution proceedings between the parties (and without prejudice to any right of action for dissolution which either may have), the parties hereto consider it to their best interests to settle between themselves the question of maintenance and support of the parties, and to

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forever finally and fully settle and adjust the respective rights of property of the parties and any and all other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any rights which either of them now has, or may hereafter have, against the other.

E. The Wife has employed and had the benefit of counsel of JOHN M KING, as her attorney. The Husband has employed and had the benefit of counsel of ANDREW ROSS, as his attorney. Each party has had the advice, investigation, and recommendations of their respective attorneys with reference to the subject matter of this Agreement. Each party acknowledges that he or she is personally conversant with all the wealth, property, estate and income of the other. Further, each has been advised by their counsel of their right to extensive discovery through the formal process of the Court, and has directed their attorneys not to expend further efforts on said discovery based on their knowledge of the assets and circumstances herein. Both parties acknowledge that said discovery could be used in order to fully determine the true financial position of the opposing party, and both parties acknowledge that any lack of said discovery was at his or her specific instruction, after he or she had been fully informed of the fact that they had the right to all such information, and that legal means are available to secure any and all additional information that might be necessary to determine the facts relating to any matter of concern herein. Each party further

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acknowledges that in the absence of full discovery, any advice and counsel provided by their attorneys is limited in scope to only those matters presented by each of them, or the opposing party, which have not been challenged herein.

F. Each party expressly acknowledges their satisfaction with the services of their respective attorneys rendered herein, and each party further acknowledges that said Agreement was entered into freely and voluntarily, and that they believe said Agreement to be fair in all respects, and not unconscionable.

NOW, THEREFORE, in consideration of the foregoing and of the mutual and several covenants herein contained and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

Right of Action

1. This Agreement is not one to obtain or stimulate a dissolution, but shall be effective only in the event a Judgment for Dissolution is entered herein.

2. CLAUDETTE reserves the right to prosecute any action for dissolution which she has brought or may hereafter bring and defend any action which may be commenced by DANIEL. DANIEL reserves the right to prosecute any action for dissolution which he may hereafter bring and defend any action which has been or may be commenced by CLAUDETTE.

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ARTICLE II

Maintenance

1. DANIEL shall pay to CLAUDETTE, commencing April 1, 1990, as and for her maintenance, the sum of ONE THOUSAND TWO HUNDRED FIFTY (\$1,250.00) DOLLARS per month. This is based upon the parties present circumstances, namely that DANIEL is currently self-employed, with approximately FIFTY THOUSAND (\$50,000.00) DOLLARS per year in gross earnings, and CLAUDETTE is also employed, earnings approximately SIXTEEN THOUSAND (\$16,000.00) DOLLARS per year gross income. The parties agree and acknowledge that said amount is predicated upon their present circumstances, and is subject to modification in the event of a termination of CLAUDETTE'S need for said support. Examples of situations which would terminate CLAUDETTE'S need for the support include, but are not limited to the following:

- a. CLAUDETTE'S winning the lottery in an amount sufficient to generate in excess of \$15,000.00 per year income for her.
- b. CLAUDETTE'S receiving an inheritance in an amount sufficient to generate for her \$15,000.00 per year income.
- c. CLAUDETTE'S remarriage to someone whose income from all sources exceeds \$20,000.00 per year. (CLAUDETTE'S remarriage or establishing a resident continuing conjugal relationship shall not automatically terminate her right to receive such maintenance.)

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The parties also agree and acknowledge that in the event DANIEL'S ability to earn income is substantially reduced, through no fault of his own, that the same could serve as a basis for a reduction or termination of his obligation to pay said support.

In the event that any of the foregoing occurs, it shall serve as a basis for DANIEL to file an appropriate Petition before the Court asking for a reduction or termination in his obligation to pay maintenance before a Court of competent jurisdiction, upon proper notice.

In any event, the Husband's obligation to pay said maintenance, if not terminable sooner, shall terminate upon September 1, 2003.

2. The sums paid by the Husband to the Wife pursuant to this Article are mutually acknowledged to be paid incident to the Judgment of Dissolution of Marriage and in discharge of the Husband's legal obligation to support the Wife. Said sums shall be includible in the gross income of the Wife and deductible from the gross income of the Husband for purposes of Federal and State Income Taxation, within the meaning and intent of Sections 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or of any identical or comparable provision of a Federal or State Revenue Code hereinafter enacted or modified.

3. In the event that all or any portion of the payments required by this Article are finally determined not to be includible in the Wife's gross income and/or deductible from the Husband's gross income in the determination of their respective

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Income tax liabilities, whether by determination of the Internal Revenue Service on audit, by amendment or repeal of existing revenue statutes, by case law, or otherwise, then the payments required by this Article shall be adjusted by an amount to be determined by agreement of the parties so as to carry out the intention of the parties with respect to after tax dollars paid and received. In the event the parties are unable to agree as to the amount of said adjustment, as to the manner of effecting said adjustment, or as to any aspect thereof, said issue may be submitted to a Court of competent jurisdiction for determination upon proper Notice, Petition and hearing.

4. Except as otherwise provided in this Article, each party hereby waives, remises and releases any and all claims against the other for maintenance, alimony, and/or spousal support whether past, present, or future. This Agreement, when effective and except as otherwise herein provided, shall terminate and bar each parties rights to receive maintenance, alimony, and/or spousal support from the other whether past, present or future.

ARTICLE III

Life Insurance

1. DANIEL shall maintain and keep in full force and effect policies of insurance upon his life paying a death benefit in the amount of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, with CLAUDETTE as the irrevocable beneficiary thereof, for so long as he has an obligation to pay the maintenance as set forth above herein. DANIEL shall cooperate fully in continuing to maintain

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said policy for so long as he has an obligation to do so. However, CLAUDETTE shall be solely responsible for the payment of all premiums related thereto.

ARTICLE IV

Marital Residence

1. During the course of the marriage, the parties acquired in joint tenancy, the former marital residence commonly known as 1550 Cambridge, Flossmoor, Illinois 60422.

2. The parties agree and acknowledge that there presently is a contract for sale on the above referenced property, and both parties shall cooperate fully to effect a closing on the sale of said property in as expeditious a manner as possible. In the event that the present contemplated sale should not take place for any reason, the parties agree and acknowledge that they will both use all best efforts to list the property for sale, and effect a sale thereof as quickly as possible. Until such time as a closing on said sale occurs, DANIEL shall be solely responsible for the mortgage payments, taxes, and insurance.

3. At the time of the sale of said residence, the net proceeds, namely the amount remaining after the payment of the mortgage debt, home equity loans incurred prior to March 1, 1990, real estate broker's commission, and tax prorations, shall be divided equally between the parties hereto. However, any home equity loans incurred subsequent to March 1, 1990,* attorneys fees, title charges, and survey expense shall be deducted from DANIEL'S portion of the proceeds.

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* \$72,500 ^{was} plus interest of current loan shall be deducted from CLAUDETTE'S portion of proceeds.

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4. Both parties agree and acknowledge that each will be solely responsible for the payment of any capital gains tax on their respective pro rata portion of said proceeds.

ARTICLE V

Filing of 1989 Joint Tax Returns

1. The parties acknowledge that they will cooperate fully in the preparation and filing of joint 1989 State and Federal Income Tax returns. Further, DANIEL shall pay all monies owed as a result of filing said returns.

ARTICLE VI

Property and Debt Distribution

1. DANIEL shall be solely responsible for any and all presently outstanding credit card obligations for marital debt, with the exception of those cards issued solely in the name of the Wife, and used solely by her. Those cards, standing solely in the name of the Wife shall be her sole responsibility.

2. CLAUDETTE shall be awarded as her sole and separate property a certain 1987 Cadillac automobile, which both parties represent and warrant is owned free and clear, and subject to no liens or encumbrances.

3. DANIEL shall be awarded as his sole and separate property the business known as Midwest ~~Sigma~~ ^{SIGMA} Sales, and the Wife shall have no right, title or interest therein.

4. Each party shall receive as their sole and separate property all of their personal belongings, effects, clothing, and

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Jewelry, and the other shall have no right, title or interest therein.

5. The Wife shall be awarded as her sole and separate property all of the furnishings, works of art, and other items located within the marital residence.

6. Each party shall retain as their sole and separate property all of the Individual Retirement Accounts presently held in their own names.

ARTICLE VII

Attorneys Fees

1. Each party hereto shall be solely responsible for any remaining balances for attorneys fees or costs due to their respective counsel herein.

ARTICLE VIII

General Provisions

1. Each of the parties 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 reasonable necessary to release his or her respective interest in any property (real or personal) belonging to the other, the intention being that the property provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto. The parties agree that, except for the provisions herein contained relative to the custody, support and visitation of the minor children, each party shall be expressly precluded from

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seeking any modification of this Agreement by any Court of competent jurisdiction. However, the parties expressly reserve the right to modify this Agreement by the written agreement of both parties.

2. Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law of any state of the United States of America or of any other country, in or to or against the property of the other party, of his or her estate, whether now owned or hereafter acquired by such other party, and each of the parties hereto further covenants and agrees for himself or herself and his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

3. In the event the parties hereto are awarded a dissolution of their marriage, in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated in to any such Judgment, either directly or indirectly by reference, but in no event shall this Agreement or any of its provisions be effective or of any validity unless a Judgment for Dissolution is entered in the pending proceedings referred to hereinbefore.

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IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals this 20th day of April, 1990.

Claudette E. Simkins
CLAUDETTE E. SIMKINS

Daniel C. Simkins
DANIEL C. SIMKINS

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ON THE MOTION OF THE ATTORNEY FOR THE PETITIONER, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, AND THIS COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOES ORDER, ADJUDGE AND DECREE AS FOLLOWS:

A. That the Petition for Dissolution is granted and the parties are awarded a Dissolution of Marriage; and the marriage heretofore existing between the parties be, and is hereby dissolved.

B. That the Agreement of the parties dated *April 20, 1990*, and all of its terms and provisions is hereby merged, incorporated into, and made a part of this Judgment for Dissolution of Marriage.

C. That the parties hereto are ordered, decreed, and directed to execute and carry out all of the terms, provisions and conditions of this Judgment and of the Agreement incorporated herein. The parties are hereafter barred and precluded from seeking any modification of any provision of this Judgment and the Agreement incorporated herein.

D. The rights of both parties to maintenance, past, present, and future, and all other rights and claims of each party in and to the property of the other party, except as expressly set forth in the Agreement incorporated herein be, and the same are, hereby forever barred and terminated.

E. That each of the parties shall execute, acknowledge, and deliver any and all instruments necessary or proper to effectuate

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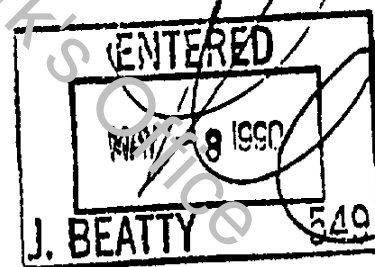
and fulfill the provisions of this Judgment and the Agreement incorporated herein.

F. That DANIEL shall pay to CLAUDETTE as and for her maintenance, the sum of ONE THOUSAND TWO HUNDRED FIFTY (\$1,250.00) DOLLARS per month, pursuant to the terms and conditions of Article II of the Marital Settlement Agreement incorporated herein. Said payments shall be made directly to CLAUDETTE, and not through the Office of the Clerk of the Circuit Court.

G. That this Court expressly reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms and provisions of this Judgment and of the Agreement incorporated herein.

H. Further, this Court expressly retains continuing jurisdiction over the minor children of the parties, and all issues related thereto.

ENTER:



J U D G E

JOHN M. KING
Attorney at Law
136 Pulaski Road
Calumet City, IL 60409
(312) 891-4911 Code 22950

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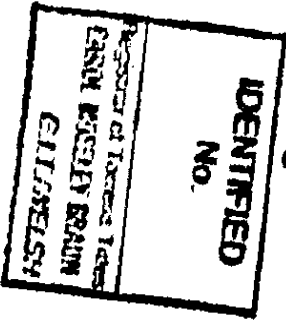
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CLERK OF THE CIRCUIT COURT
REGISTER OF TITLES

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TITLE COMPANY
BOX 116

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Property of Cook County Clerk's Office

DATE 7-9-90

Handwritten signature of the Clerk

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