

# UNOFFICIAL COPY

03898423 Form #20

Certificate No. 1364892 Document No. 3898423

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1364892 indicated affecting the  
following described premises, to-wit:

8301 S Narragansett, Burrbank  
19-32-300-002

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

*Gregory A. Bopp*

CHICAGO, ILLINOIS 7-2019 90.

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831-4000

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LOT 17 IN GREEN MEADOWS A SUBDIVISION OF PART OF THE NORTH  
1/2 OF THE WEST 1/2 (EXCEPT THE SOUTH 264 FEET OF THE EAST  
330 FEET THEREOF) OF THE SOUTH WEST 1/4 OF SECTION 32,  
TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 19-32-300-002

Commonly known as: 8301 South Warragansett  
Burbank Illinois 60459

Property of Cook County Clerk's Office

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ENTERED  
SEP 21 1989

IN THE CIRCUIT COURT OF JUDICIAL CLERK J. SOLOMONS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF  
KAREN P. MARNO,  
Petitioner  
and  
MICHAEL J. MARNO,  
Respondent

89814450

DOCKET NO.

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause is heard on the petition for dissolution of marriage of the petitioner, appearance of respondent being filed and the parties having filed an Uncontested Cause Stipulation. The petitioner is personally present and represented by counsel; accordingly, the court having considered the testimony and evidence presented, the argument of counsel, and any applicable statutory considerations:

FINDS:

1. That this court has jurisdiction of the parties to this action and the subject matter of it.
2. That petitioner has proven the material allegations of the petition by substantial, competent, and relevant evidence.

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and that this judgment should, accordingly, be entered:

3. That at the commencement of this action, the parties were residents and domiciliaries in the State of Illinois at the time the petition for Dissolution of Marriage was filed, and since residence and domicile has been maintained for at least ninety (90) days preceding the making of these findings.

4. That the parties were married on June 7, 1980; and the marriage was registered at Chicago, Cook County, Illinois.

5. That the parties to this action lived together after their marriage until on or about January 25, 1989, but since they have ceased to live together, have at no time resumed living together, and reside in separate residences without the petitioner's fault.

6. That irreconcilable differences between petitioner and respondent have caused an irretrievable breakdown of the marriage, that efforts at reconciliation have failed, and that future attempts at reconciliation would be impracticable and not in the best interests of the family.

7. That there are no living children of the marriage, whether born or adopted.

8. That the wife of the marriage is not pregnant.

9. That the parties have freely and voluntarily entered into a marital settlement agreement dated August 31, 1989, by which the parties have settled all disputes between them, which agreement is not unconscionable and ought to receive the approval

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of this court, a copy of which is attached and incorporated into this document by this reference

10. That the petitioner's former name is KAREN H. SCHMITZ.

ACCORDINGLY, IT IS ORDERED AND ADJUDGED:

1. That the parties are awarded a judgment of dissolution of marriage, and that the marriage between the parties is terminated and dissolved.

2. That the marital settlement agreement of the parties, attached and incorporated into this order by this reference, is made a part of this judgment, and all of the provisions of that agreement are hereby expressly ratified, confirmed, approved, and adopted as the judgment and order of this court to the same extent and with the same force and effect as if the provisions were set forth verbatim in this paragraph in the judgment of this court, which terms each of the parties to this proceeding shall perform under this judgment.

3. That each of the parties to this proceeding 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.

4. That the petitioner's former name of KAREN R. SCHMITZ is hereby restored.

5. That this court expressly retains jurisdiction of this proceeding and of the parties to this proceeding for the purposes of modifying or enforcing all the terms of this judgment or other

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supplementary proceedings consistent with the Illinois Marriage and Dissolution of Marriage Act.

ENTER: August \_\_\_\_\_, 1989.

*James J. [Signature]*  
Judge

APPROVED AS TO FORM:

*[Signature]*  
Petitioner or Petitioner's Attorney

*[Signature]*  
Respondent or Respondent's Attorney

PREPARED BY:  
PETERSON, WOODEN & BUCKWALTER 001005  
Attorneys for Petitioner  
By: David R. Peters  
10400 South Kedzie Avenue  
Chicago, Illinois 60655  
(312) 887-7400

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HERBERT REVIEWS THE ABOVE TO BE CORRECT

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11-1-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11-1-89

Aurilia Rucinski

CLERK OF THE COURT OF COOK COUNTY, ILL.

THIS COPY IS VALID FOR USE IN COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

MARITAL SETTLEMENT AGREEMENT

1. The Parties. This Marital Settlement Agreement, hereafter referred to as "this agreement," is a separation agreement in compliance with Illinois Revised Statutes, Chapter 40, Paragraph 502. This agreement is entered into August 31, 1989 by MICHAEL J. NEMKO, designated in this agreement as the "husband," and by KAREN R. NEMKO, designated in this agreement as the "wife." The parties make this agreement in light of the facts that are stated below.

2. The Marriage. The parties were married in Chicago, in the State of Illinois, on June 7, 1980. The marriage was registered in Cook County, Illinois.

3. Children of the Marriage. During the marriage, no children were born to or adopted by the parties.

4. Pregnancy. The wife is not now pregnant.

5. Irreconcilable Differences. As a result of serious and irreconcilable differences, the parties are now and have been living apart from one another since on or about January 25, 1989.

6. Legal Action. A petition for Dissolution of Marriage will be filed by the wife in the Circuit Court of Cook County, Illinois. The parties do not intend this agreement to limit either party's right to initiate or defend any such action.

7. Purpose of Agreement. This agreement is made amicably

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to settle all disputes between the parties for disposition of their property and for delineation of their rights and obligations regarding and all other rights and obligations that each might have to the other.

8. Full Disclosure. Each party expressly warrants that all sources of income and all current assets and liabilities have been fully disclosed to the other party and that neither party holds any undisclosed asset. Each party signs this agreement relying on these representations.

9. Co-owned Property. The parties own the property listed in EXHIBIT ONE, Schedule of Co-owned Property, which is attached to and incorporated into this agreement.

10. Family Residence. Included in the parties' co-owned property is a family residence and land located at 8301 S. Harroganett, Burbank, Illinois, which the parties own as joint tenants. It is mortgaged to Sage Park Savings and Loan and has an outstanding principal of approximately \$90,000.00 now due. The house contains tangible personally owned jointly and individually by the parties.

11. One Party Not Represented by Counsel. This agreement has been prepared by David E. Peters, the attorney for the wife, who from the start and throughout the negotiations for this agreement, has informed the other party of that party's right to counsel and has urged him to obtain counsel. The husband has refused to obtain separate counsel, and understands that the

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attorney acted solely on behalf of the wife's interests. The unrepresented party has read this agreement thoroughly, understands its contents, and signs it voluntarily.

12. Assent. In consideration of these facts and the mutual covenants and agreements contained in this agreement, the parties agree to the following provisions. They promise to execute all documents and to perform all acts necessary to effectuate the terms that are set forth below.

13. Noninterference. Each party may lawfully continue to live apart from the other, free from direct and indirect interference or control by the other as though he or she were unmarried. Each may conduct and engage in any employment, profession, business, or trade that may seem suitable for his or her sole separate use, free from direct or indirect control, restriction, or interference by the other party. Neither party shall interfere with the personal liberty of the other, and each may lead his or her life free from any restraint by the other.

14. Attaching Date. This agreement will be effective when it is approved by the Circuit Court having jurisdiction over the parties' Dissolution of Marriage action.

**MARITAL RESIDENCE**

1. PRIME. The parties agree that the family residence located at 8301 S. Warragansett, Burbank, Illinois, designated in

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this agreement as the "residence," shall be sold as promptly as possible. The sale price of the residence shall be \$115,000. The parties agree to retain a reputable real estate agent for the purpose of obtaining a buyer for the residence at the price stated.

2. Contract of Sale. When an offer in accordance with the price established in the preceding paragraph is presented to the parties by a willing and able buyer, the parties agree to sell the residence to such a buyer and to sign all documents necessary to transfer title to the residence. If the offer submitted is below the price established, it shall not be accepted unless each party approves its terms.

3. Dispute Resolution. In the event that the parties cannot agree upon the price, terms, and conditions of sale, including the brokerage fee, any disagreement shall be submitted to a disinterested real estate agent, whom the parties shall select mutually and in writing. In the event that the agent is unable to resolve the dispute, it shall be resolved by a court of competent jurisdiction.

4. Execution of Deed. The parties shall execute and deliver, as necessary, a joint deed to the residence.

5. Expenses. Each party shall be reimbursed for all payments made in connection with the residence, causing debts to be added to the purchase price prior to the division of sale proceeds.

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6. Net Proceeds. When the residence is sold, the proceeds shall be used to pay brokerage fees and other expenses owed by the sellers in connection with the contract of sale and the closing of title, and also to make any reimbursements to the parties required by this agreement. The net proceeds shall be applied to the satisfaction of any outstanding mortgages and liens on the residence at the time of sale. Of the remaining net proceeds, fifty percent (50%) of the balance shall be distributed to the wife in payment for her interest in the residence and fifty percent (50%) to the husband in payment for his interest in the residence.

7. Waiver of Occupancy. The wife waives any right to occupy the residence and agrees that no other party alone shall have the right to use and occupy it until required to vacate it by the terms of the contract of sale.

8. Liability for Expenses. The wife shall pay the mortgage payment, interest, real estate taxes, and insurance until the sale of the residence. If any of these items have been prepaid, the payer shall be entitled to a reimbursement which shall be taken from the gross proceeds of the sale of the residence before they are divided in accordance with the terms of this agreement. The wife shall not be obligated to pay for any ordinary or extraordinary repairs to the residence. Should any repairs be necessary, the husband and wife will jointly determine the method of arranging for the work to be done and the manner in

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which payment will be made.

PERSONAL PROPERTY

1. Right to Property. Except as provided to the contrary in this agreement, all personal property, including, but not limited to, clothing and personal effects, now in the possession of each party, shall be the sole and exclusive property of that party, and the other party acknowledges that he or she has no right to, title to, or interest in such property. The party in possession of such property shall be solely liable for any indebtedness on it, except as otherwise provided in this agreement.

2. Household Articles. All household articles, furnishings, and household effects are to be the husband's sole and exclusive property with the exception of the articles set forth in the attached EXHIBIT TWO, Schedule of Household Articles, which articles are to be the other party's sole and exclusive property. The wife will remove these articles from the residence on or before the date of closing on the sale of the residence. Any articles not removed by that date shall be deemed abandoned to the other party. The risk of fire, loss, or damage to household articles shall be borne by the spouse in possession of the residence.

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Release. The wife releases to the other party all of her right to, title to, and interest in all the tangible personal property now in the residence, except as set forth in the Schedule of Household Articles.

4. Transfer of Vehicles. Upon execution of this agreement, the wife will transfer to the other party the 1987, GMC Jimmy Truck. From this agreement's effective date, the husband will be responsible for and make all payments for all operating expenses, repairs, insurance, and taxes on each vehicle listed here. Any bills incurred prior to the date of this agreement shall be the sole responsibility of the husband. The husband will acknowledge the receipt of the title and agree to notify the insurance company of the transfer. Both parties agree to comply with all state requirements regarding the transfer of title.

5. Insurance Coverage - Vehicles. The wife agrees to transfer to the other party, when this agreement is executed, all the insurance on the vehicle now in force.

6. Joint Accounts, Securities. Attached is a schedule of bank accounts, bonds, and securities held by the parties jointly. The parties will make the disposition and division between them of such assets, as indicated in EXHIBIT THREE, Schedule of Accounts, Bonds, and Securities, which is attached to and incorporated into this agreement.

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**EMPLOYMENT BENEFITS**

**Waiver of Rights.** The parties waive and renounce all rights to and interests in the other's employment benefits, and further agree to make no claim to a marital interest in such benefits at any time in the future.

**DEBTS & LIABILITIES**

1. **Description of Debt and Liability.** The parties' joint debts are: Wick's Furniture (apx. \$3,000.00), Master Card (apx. \$1,800.00), Discover Card (apx. \$500.00), and Chicago Fireman's Credit Union (apx. \$2,400.00).

2. **Shared Responsibility.** The wife shall be solely responsible for the payment of the Wick's and Master Card bills. The husband shall be solely responsible for the payment of the Discover Card and Fireman's Credit Union bills. The parties will indemnify and hold the other harmless on the debts that they have assumed responsibility for in accordance with this paragraph. If any joint debts are subsequently discovered to have been omitted from this agreement, each party shall promptly pay half of the debt. If payment cannot be made promptly, the parties shall equally apportion the debt between them.

3. **Signification of Subsequent Debts.** Except for the debts and obligations occasioned by this agreement, each party agrees

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to pay and hold the other party harmless from all personal debts and obligations that he or she incurs on or after the date of this agreement.

**MAINTENANCE**

1. Waiver of Maintenance. In consideration of the mutual covenants and undertakings of this agreement, each party waives now and forever any right to spousal maintenance, either temporary or permanent, and each party releases the other from any claims for maintenance past, present, or future.

**TAX RETURNS**

1. Joint Tax Returns. Upon the request of the other, each party will join with the other in filing a joint income tax return, or an amended tax return, for any calendar year for which they may legally do so. In the event that a joint tax return is filed, each party will cooperate fully in providing information necessary to complete the return and will execute the return at least fifteen days prior to the final date for filing the return.

The wife will prepare each joint return and will pay the tax due. The other party will reimburse the payer a fraction of the tax paid. The numerator of the fraction will be the amount of the tax the husband would have paid upon filing separately, and

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the denominator will be the total tax both parties would have paid upon filing separately. When the amount of joint tax owed is multiplied by the fraction, the result will be the tax due from the party whose estimate appeared as the numerator.

Any additional amount charged in connection with a joint return will be the sole liability of the party to whom the charge is attributable. If the charge is not clearly attributable to either party, the fraction that determined each party's share of the joint-return taxes will also determine the share of liability each has for the additional charge.

Similarly, any refund made in connection with a joint return will be the sole property of the party whose actions occasioned the refund. If the refund is not clearly attributable to the actions of either party, the fraction that determined each party's share of joint-return taxes will also determine the share of the refund that each receives.

**ATTORNEY'S FEES**

1. Attorney's Fees and Costs. Each party agrees to be solely responsible for the full payment of all attorney's fees and costs that he or she incurs in connection with the negotiation, preparation, and execution of this agreement and in connection with any proceeding that either party commences in

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order to obtain a judgment of dissolution of marriage or legal separation. Each party further agrees to indemnify and hold the other party harmless from any claim or expense, including additional attorney's fees and costs, arising from a failure to make the payments for which each party is responsible.

2. Enforcement of Indemnity. Each party agrees that any party in breach of any of the provisions of this agreement shall indemnify the other party for all charges, expenses, attorney's fees, or other costs occasioned by the breach of such party.

**MISCELLANEOUS PROVISIONS**

1. Release of Claims. The parties mutually release and forever discharge each other from all actions, suits, debts, claims, and obligations, including claims against each other's property, with regard to any matter that has occurred prior to the date of the execution of this agreement with the exception of the following:

- A. Any cause of action for dissolution of marriage or legal separation.
- B. Enforcement of the provisions of any judgment of dissolution of marriage or legal separation.
- C. Enforcement of the provisions of this agreement.

The parties intend that henceforth there shall exist between them only those rights and obligations specifically provided for

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Other Parties Bound. This agreement binds not only the parties, but also their heirs, executors, administrators, legal representatives, and assigns. In addition, this agreement shall inure to the benefit of the parties' heirs, executors, administrators, legal representatives, and assigns.

4. Notice. The parties agree that any notice required under this agreement shall be sent by Registered mail/return receipt to the home or office of the other party. The parties shall acknowledge receipt of any notice. A written acknowledgment, signed by the recipient and mailed to the other party by regular mail, shall be sufficient.

5. Modification. The provisions of this agreement may be modified or rescinded by the written consent of both parties.

6. Complete Agreement. This agreement contains the parties' entire understanding. No oral agreement or prior written matter, extrinsic to this agreement, shall have any force or effect.

7. Breach. If any provision of this agreement is breached, the nonbreaching party has the right to take action to remedy the breach. If the breach involves an amount of money that is due, the nonbreaching party has a right to collect the money due with interest. Should an action be brought and the breach proven, the breaching party shall be responsible for all reasonable attorney's fees, costs, and other expenses.

Either party's failure to insist upon the strict performance

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of any provision of this agreement shall not be construed as a waiver of such provision which shall continue in full force.

No breach or alleged breach shall affect or impair any other rights or obligations that the parties have under this agreement

8. Severability. The illegality, voidness, or unenforceability of any part of this agreement will not affect any other part of this agreement. The doctrine of severability shall be applied. The parties do not imply that any part of this agreement is illegal, void, or unenforceable.

9. Incorporation. This agreement shall be wholly incorporated into the judgment for Dissolution of Marriage which is entered with regard to the marriage of the parties.

10. Governing Law. This agreement has been executed in the State of Illinois and is deemed an Illinois contract. All matters involving interpretation and affecting the rights and obligations of the parties shall be governed by the law of the State of Illinois.

11. Execution Clause. The parties have executed this agreement on August 21, 1988.

Michael J. Mann  
Michael J. Mann  
Husband

Janet A. Mann  
Janet A. Mann  
Wife

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

BRUCE me, a notary public in and for the County and State  
aforesaid, appeared MICHAEL J. MANNO, personally known to me to  
be the same person who executed the foregoing instrument, and  
acknowledged that he executed and delivered the 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 AUGUST, 19 87.

*[Signature]*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

BRUCE me, a notary public in and for the County and State  
aforesaid, appeared KAREN R. MANNO, personally known to me to be  
the same person who executed the foregoing instrument, and  
acknowledged that she executed and delivered the 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  
1st day of SEP, 19 87.

*[Signature]*  
OFFICIAL SEAL  
ESTATE PUBLIC  
NOTARY PUBLIC

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EXHIBIT ONE  
CO-OWNED PROPERTY

<u>Description</u>	<u>Interest of Each Party</u>
Household furniture	one half each
Household furnishings	one half each
1987. GMC Jimmy Truck	one half each

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EXHIBIT THREE

JOINTLY HELD ACCOUNTS, BONDS, SECURITIES

DESCRIPTION	AMOUNT	DISPOSITION
Telmer IRA	\$800.00	To Husband
Telmer IRA	\$800.00	To Wife
Telmer Savings	\$3000.00	one half each
Telmer Checking	\$1500.00	one half each
1st Natl B.P. Savings	\$1200.00	one half each
U.S. Savings Bonds	\$400.00	To Wife

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EXHIBIT TWO  
HOUSEHOLD ARTICLES

DESCRIPTION	DIRECTION
Dining Room Furniture, including table, china cabinet, and six chairs	To Wife
Living Room Furniture, including sofa, love seat, end table, and coffee table	To Wife
Brass Plant stand	To Wife
Brass Glass stand	To Wife
1/2 of all kitchen articles	To Wife
Sewing Machine	To Wife
Humidifier	To Wife
Whirlpool Organ	To Wife
Ladies Dresser and Night Stand	To Wife
Family Room Furniture, including sofa, 2 chairs, 2 end tables, coffee table and lamps	To Wife
Console T.V.	To Wife
V.C.R.	To Wife
3 Magazine Racks	To Wife
General Electric Refrigerator	To Wife
1/2 of all linens	To Wife
Toro Snow Blower	To Wife
Gas Grill	To Wife
Meat Masher	To Wife
Electric Slicer	To Wife

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Electric Bush Trimmers	To Wife
1/2 of Lawn Chairs	To Wife
Punching Bag	To Wife
Women's Bike	To Wife
Hoover Vacuum Cleaner	To Wife
2 telephones	To Wife
Bed Linen Chest	To Wife
Christmas Tree and Ornaments	To Wife
Crystal Lamp	To Wife
Formal China & Crystal, including silverware	To Wife
All precious Moments and contents in China Cabinet	To Wife
3 Oil Paintings	To Wife
String Art Picture	To Wife
Nephew's Play Pen	To Wife

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PROPERTY OF THE COUNTY CLERK OF COOK COUNTY

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JUL 20 PM 4:51  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

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IDENTIFIED  
No.  
Registrar of Terrors Titles  
CAROL MOSELEY BRAUN  
REGISTER

ENTERED IN THE  
9359 R. RT. 1  
Public Sale, IL. 10/1/85

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11-1-89

Lucy Lucinski

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.