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Certificate No. 1297639 Document No. 2983188-E

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1297639 indicated affecting the
following described premises, to-wit:

The East 21.99 feet of the West 49.37 feet of Lot ONE all of Lot Twenty Five
in Lullo's Resubdivision of part of Block One(1) in Albert S. Amling's
Subdivision of the North Forty (40) acres of the West Sixty (60) acres of the
Northeast Quarter ($\frac{1}{4}$) of Section 3, Township 39 North, Range 12, East of the
Third Principal Meridian, also part of vacated 14th Avenue in the Village of
Melrose Park, according to Plat of said Lullo's Resubdivision registered in the
Office of the Registrar of Titles of Cook County, Illinois, on June 3, 1960, as
Document Number 1925140, and Certificate of Correction thereof registered on
June 28, 1960, as Document Number 1928933.

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

William R. Jacobs

CHICAGO, ILLINOIS _____ 19 _____.

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF
DONN L. ANDERSEN,

Petitioner,

AND

NO. 83 D 19183

DARLENE ANDERSEN,

Respondent.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On the 8 day of ~~July~~^{June}, 1988, the Petitioner, DONN L. ANDERSEN, by his attorneys, ALVIN P. HERMAN & ASSOCIATES, proceeded to trial, and it appearing to said Court that the Respondent, DARLENE ANDERSEN, had due Notice thereby by personal service, and that said Respondent was present in open Court and represented by her attorney, WILLIAM R. JACOBS, II, and that said matter is uncontested pursuant to Stipulation of the parties,

And the Court having heard testimony in open Court in support of said Petition, a certificate of which evidence has been filed herein, and the Court being fully advised in the premises,

FINDS THAT:

1. It has jurisdiction of the parties hereto and the subject matter hereof.
2. That the Petitioner at the time of filing of said Petition was a resident in the State of Illinois, and said residence has been maintained for ninety (90) days prior to said filing or to the making of the finding herein.

*No attorney's fees
NO rights of appeal
D/L*

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3. The parties were lawfully married on October 25, 1975, in Franklin Park, Illinois, and said marriage was registered in Cook County, Illinois.

4. Three (3) children were born to the parties as the result of the marriage, to wit: RYAN J. ANDERSEN, DOB: 11/28/77; DAVID A. ANDERSEN, DOB: 7/12/79; MICHAEL J. ANDERSEN, DOB: 9/17/81. No children were adopted by the parties and the Wife is not now pregnant.

5. The Petitioner's and Respondent's age, occupation and address are as follows:

(a) Petitioner, DONN L. ANDERSEN, is 38 years of age, is currently self-employed, and resides at Addison, Illinois.

(b) Respondent, DARLENE ANDERSEN, is 40 years of age, is currently unemployed, and resides at Melrose Park, Illinois.

6. Petitioner established by competent evidence that irreconcilable differences have arisen between the parties, which led to the irretrievable breakdown of the marriage; that reconciliation is not possible; and the parties have been separated for sufficient time to satisfy the statutory requirements.

7. The parties entered into a Marital Settlement Agreement dated June 8, 1988, incorporated herein and made a part hereof:

THEREFORE, by virtue of the Statutes of the State of Illinois, and on Motion by said attorney for Petitioner, it is the Judgment of this Court, and

IT IS HEREBY ORDERED:

A. That the bonds of matrimony heretofore existing between the parties be and hereby are dissolved and the marriage is accordingly dissolved as to both parties.

B. That temporary and permanent custody of the minor children of the parties be awarded jointly to the parties.

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C. That each and every provision of the Marital Settlement Agreement dated JUNE 8, 1988 is incorporated herein as though set forth in each particular.

D. That the Court retains jurisdiction for the purpose of enforcing this Judgment of Dissolution of Marriage.

ENTER:

JUDGE

ENTERED
JUL 7 1988
H. FELDMAN

APPROVED AS TO FORM:

[Signature]
Attorney for Petitioner

[Signature]
Attorney for Respondent

ALVIN P. HERMAN & ASSOCIATES
134 North LaSalle, Suite 416
Chicago, Illinois 60602
346-2727

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DATE

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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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 12-12-89

Annika Pucinski

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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STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

0 3 9 0 3 0 0 0

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

IN RE THE MARRIAGE OF

DONN L. ANDERSEN,

Petitioner,

AND

NO. 83 D 19183

DARLENE ANDERSEN,

Respondent.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 8th day of June, 1988, by and between DONN L. ANDERSEN, SS# 481-66-4946, (hereinafter referred to as "HUSBAND"), and DARLENE ANDERSEN, 319-38-1697, (hereinafter referred to as "WIFE"), HUSBAND residing in the State of Illinois, and the WIFE residing in the State of Illinois.

1. That the parties hereto were married on October 25, 1975, at Franklin Park, Cook County, Illinois.

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

3. That HUSBAND has filed against WIFE an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under case number 83 D 19183, entitled: In Re: The Marriage of DONN L. ANDERSEN, Petitioner, and DARLENE ANDERSEN, Respondent, and that said case remains pending and undetermined.

Out of court

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4. That the parties desire to settle between themselves now and forever all rights of property, child custody, education, medical care, support, visitation, maintenance, attorneys' fees, debts, and all other rights and obligations growing out of the marital or any other relationship previously or now existing between them, and to settle any and all rights or claims of every kind, nature and description which either of them now has or may hereafter have against the other, whether real, personal or mixed property 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 subject to the approval of the Court, in the event that a Judgment of Dissolution of Marriage should be entered.

5. That three (3) were born to the parties as a result of this marriage, namely RYAN J. ANDERSEN, DOB: 11/28/77; DAVID A. ANDERSEN, DOB: 7/12/79; MICHAEL J. ANDERSEN, DOB: 9/17/81. That no children were adopted by the parties, and the WIFE is not now pregnant.

6. That the HUSBAND has employed and had the benefit of counsel of ALVIN P. HERMAN & ASSOCIATES, as his attorney, and the WIFE has employed and had the benefit of counsel of William R. Jacobs, II.

Each party has had the benefit of advice, investigations 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, and each party acknowledged that he and she is conversant with all the wealth, property, estate and income of the other, and that each has been 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 of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

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ARTICLE 13 9 0 3 8 0 0

RIGHT OF ACTION

1. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.
2. The HUSBAND reserves the right to prosecute any action for Dissolution which he has brought or may bring and to defend any action commenced by WIFE, and the WIFE reserves the right to prosecute any action for Dissolution which she has brought or may hereafter bring and to defend any action commenced by HUSBAND.

ARTICLE II

JOINT PARENTING AGREEMENT

1. HUSBAND and WIFE agree that each is a fit and proper person to have the legal custody of their children and have decided that the permanent care, custody, control and education of the children shall be jointly between the parties.
2. Both HUSBAND and WIFE will use their best efforts to foster the respect, love and affection of the children towards each parent and shall cooperate fully in implementing a relationship with the children which will give the maximum feeling of security that may be possible. The parties shall fully cooperate in implementing any visitation programs so as to accommodate the social and school commitments of the children.
3. Neither party shall have the right to remove the minor children to another jurisdiction to reside therein on a permanent basis, however, should one parent so desire to remove the minor children, that party shall first obtain written consent, which consent shall not unreasonably be withheld; but in the event the parties cannot agree to the permanent removal, then permanent removal shall be determined by a Court of competent jurisdiction upon proper Notice and Petition.
4. Each party shall promptly advise the other of any serious illness or injury suffered by the children and each shall direct all doctors involved in the care and treatment to give to the other, upon request, all information regarding the children's illness or injury.

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5. This agreement is in conformity with the Illinois Joint Parenting Act, Chapter 40, Section 602, and shall be so construed in the best interests of the children. The parties recognize their obligation and the necessity to communicate with one another and to resolve their own differences so as not to affect adversely their relationships with the children, and said joint parenting agreement shall be reviewed in July, 1990, or sooner on motion of either party.

ARTICLE III

RESIDENCE OF AND VISITATION WITH THE CHILDREN

1. The children shall reside primarily with the WIFE, and she shall have physical custody.

2. HUSBAND shall have liberal visitation rights with the children as follows:

- a. Every week beginning after school on Tuesday, until Wednesday morning in time for school; a minimum of one evening each week, but overnight only by agreement.
- b. Alternate weekends from Friday after school until Sunday evening at 7:30 P. M.

3. (a) The parents shall have rights of visitation with the minor children on legal and religious holidays and birthdays of the children, as follows:

Column A

New Year's Day
Lincoln's Birthday
Good Friday
Memorial Day
David's Birthday
Labor Day
Columbus Day
Christmas Day
Ryan's Birthday

Column B

Martin Luther King's Birthday
Washington's Birthday
Easter
July 4th
Michael's Birthday
Veteran's Day
Thanksgiving Day
Christmas Eve
New Year's Eve

HUSBAND to have Column A in even years, Column B in odd years; WIFE to have Column A in odd years, Column B in even years.

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(b) HUSBAND shall have visitation on his own birthday and on Father's Day.

(c) WIFE shall have visitation on her own birthday and on Mother's Day.

(d) HUSBAND shall be entitled to no less than two (2) weeks of vacation visitation with the children. Such visitation shall not interfere with the children's education schedule.

(e) The paternal grandparents, Mr. & Mrs. James and LaVerne Andersen, shall be entitled to no less than one (1) week of summer vacation visitation with each of the minor children, at the option of the grandparents, but not to interfere with either parent's vacation rights or children's schooling. Said period may be enlarged by agreement of the parties.

(f) The Christmas vacation period shall be divided equally between the parties.

4. The foregoing items of visitation in Paragraph 3 (a) thru (f) shall take precedence over the residency provisions in Paragraphs 1 and 2 of this Article.

ARTICLE IV

MAINTENANCE, CHILD SUPPORT AND RELATED MATTERS

1. HUSBAND hereby waives all right or claim against WIFE for maintenance, whether past, present or future. WIFE's right to maintenance is reserved until she obtains full time employment and no longer receives public assistance.

2. Child Support. HUSBAND agrees to pay to WIFE as and for child support 32% of his net income, with a minimum amount of \$560.00 per month, until the emancipation of one minor child. This amount shall be decreased pursuant to statutory provisions as each child reaches emancipation as defined in Article VIII of this Agreement. This support amount is based upon HUSBAND's 1987 tax return showing a net loss of \$3,718.00.

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3. Income Tax Exemption. The parties agree that HUSBAND shall be entitled to claim the 3 minor children as his dependents for Federal and State income tax purposes for 1988. HUSBAND will claim 2 and WIFE will claim 1 for 1989. HUSBAND will claim the youngest child and WIFE shall be entitled to claim the 2 older children in 1990 and subsequent years. Both parties agree that they shall sign any declaration required by the Treasury Department or the Internal Revenue Service to implement this provision.

4. Each party recognizes that visitation and child support are rights and obligations independent of each other and are to be enforced without regard to the other.

ARTICLE V

LIFE INSURANCE

1. HUSBAND agrees to maintain present life insurance or replace with term insurance in the amount of at least \$100,000.00 on his own life, which policy shall be maintained either through his place of employment or through any reputable insurance company at his own expense. Such policy shall designate as the sole, irrevocable beneficiary of said policy CAROLE RODRIGUEZ (HUSBAND's sister), as Trustee for said minor children, and shall be maintained at least until the time of said youngest child's emancipation as defined in Article VII of this Agreement or completion of post secondary education, whichever occurs last. HUSBAND shall provide proof of payment and policy.

ARTICLE VI

EDUCATION OF CHILDREN AND RELATED EXPENSES

1. Should the minor children of the parties become enrolled in a licensed trade school or other post-secondary educational institution, both HUSBAND and WIFE shall contribute to the educational expenses related to such attendance at a post-

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secondary educational institution based upon their respective financial resources and as defined in Section 513 or any successor provision in the Illinois Statute in existence at such time. By "educational expenses" there is meant and included, but not by way of limitation, the following: tuition, books and supplies, registration and other required fees, board, lodging and utilities related to lodging such as telephone, electric, etc., if the children are not living at home.

ARTICLE VII

MEDICAL, DENTAL, OPTICAL
AND RELATED EXPENSES OF CHILDREN

1. HUSBAND shall pay for the hospital, surgical and optical care and for the extraordinary medical and dental care of the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illness requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. In the event of serious illness or the need for hospital, surgical, optical or extraordinary medical or dental care, WIFE shall consult HUSBAND before incurring expenses in connection with same. It is understood by both parties that WIFE's obligation to consult HUSBAND before incurring expenses shall not apply in cases of emergency where the child's life or health might be imperilled by delay. If the parties cannot agree as to whether an expense is extraordinary, a Court of competent jurisdiction shall do so upon proper notice and petition, even after said expense is incurred.

2. HUSBAND's obligation with respect to the minor children shall continue until the youngest child attains full emancipation as defined in Article VIII of this Agreement or attains the age of eighteen (18) years, whichever is the last to occur.

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ARTICLE VIII 9 0 3 0 0 0

EMANCIPATION EVENT

1. With respect to the minor children, an "emancipation event" shall occur or be deemed to have occurred upon the earliest of the following to happen, at which time HUSBAND's obligation for the child as detailed in this Agreement shall terminate:

- a. The child reaching age eighteen (18) years or completing high school, whichever occurs later;
- b. The child's marriage;
- c. The child having a permanent residence away from the permanent residence of the custodial parent;
- d. The child's death;
- e. The child engaging in full time employment, except that engaging in full time employment during vacation or summer vacation periods or during the time allowed for the child to complete a postsecondary education shall not be deemed as an emancipation event.

ARTICLE IX

PROPERTY SETTLEMENT

1. Personal Property. (a) The parties agree and represent that all items of personal property have been divided between themselves and shall be retained by the party currently in possession thereof, including but not limited to household furnishings, automobiles, and respective personal effects. (b) Each party shall retain solely the bank accounts maintained in each of their respective names as of the date of this Agreement.

2. Current Indebtedness. (a) HUSBAND agrees that he shall assume and solely be responsible for the following debt obligations and indemnify WIFE for same: Hawkeye State Bank.

(b) WIFE agrees that she shall assume and solely be responsible for the following debt obligations and indemnify HUSBAND for same: None.

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3. Husband's Premarital Property. The parties agree that the HUSBAND owned various personal property prior to the marriage which he shall retain as his sole property, and for certain items to be removed, as follows: Playboy magazine collection; college textbooks; items stored in boxes and old suitcase in attic; clothing; and miscellaneous tools, all of which shall be removed within 30 days of Judgment, if not heretofore removed.

4. Real Property. The parties agree that they presently are the owners in joint tenancy of a parcel of real property located at and commonly known as 1417 LeMoyné, Melrose Park, Illinois.

(a) The parties agree that HUSBAND shall sign over and quit claim all interest in said property to WIFE on or before November 1, 1988. Simultaneously, the WIFE shall convey to HUSBAND by proper documents, all right, title and interest in and to his business known as Sunrise Foods.

(b) WIFE shall be responsible for and shall pay all utilities and maintenance expenses for the residence.

(c) The parties agree that the foregoing transfer in subparagraph (a) shall be considered to be part of the division of marital property in acknowledgement of the parties' respective contributions to the marital estate, pursuant to Section 502(e) of the Illinois Marriage and Dissolution of Marriage Act, and therefore is a non-taxable transfer and HUSBAND shall assume the property with its original basis.

5. Pensions. The parties hereby agree to waive any right, claim or interest in any pension, profit-sharing, or retirement plan to which the other may be entitled, past, present or future, and stipulate that neither party has any such plan.

6. Husband's Business. The parties agree that HUSBAND is the sole proprietor of a business known as SUNRISE FOODS. WIFE waives any right, claim or interest in SUNRISE FOODS as provided in Article IX, paragraph 4(a).

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ARTICLE X

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ATTORNEYS' FEES

1. HUSBAND agrees to be responsible for his own attorneys' fees and costs related to this action.

2. HUSBAND further agrees to pay to the law firm of WILLIAM R. JACOBS, II, the amount of \$2,000.00, as a contribution towards WIFE's attorneys' fees and costs related to this action, payable starting October 1, 1988, at \$75.00 per month.

ARTICLE XI

GENERAL PROVISIONS

1. Except as otherwise provided, each of the parties shall execute, acknowledge and deliver upon the effective date of this Agreement good and sufficient instruments necessary and proper to vest titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at anytime and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary and proper to carry out the purpose of this Agreement and establish of record the sole and separate ownership of several 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 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.

2. To the fullest extent by law permitted to do so, and except as hereinabove otherwise provided, each of the parties hereby forever releases, relinquishes, waives and forever quitclaims and grants to the other, his or her heirs, personal representatives and assigns all rights to maintenance, alimony, dower, inheritance,

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descent, distribution, community interest, and all other right, title, claim, interest and estate as HUSBAND and WIFE, widow and widower, or otherwise, by reason of the marital relationship existing between said parties hereto, under present or future law, or to which he or she otherwise has or might have or be entitled to claim, to or against the property and assets of the other, real, personal or mixed, or his or her estate whether now owned or hereafter acquired by either party, whether in possession or in expectancy, and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives or 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. Each of the parties agrees that in the event any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any such claim or suit instituted by either party hereto. Each of the parties further agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds, releases, or other instruments and further assurances as are required to effect or evidence such release, waiver or relinquishment or extinguishment of such rights. Nothing herein contained, however, shall operate to 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 the provisions of this Agreement, or the rights of either party under this Agreement.

3. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as an administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property which the other party may die seized or possessed. Should either of the parties hereto die intestate, this Agreement

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shall operate as a relinquishment of all rights 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 parties hereto had never been married to 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 might see fit, without any restrictions or limitations whatsoever. Nothing herein contained, however, shall operate or be construed as a waiver or release by either party of the obligation of the other party to comply with the terms of this Agreement, or the rights of either party under this Agreement.

4. In the event that any Court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment of Dissolution of Marriage, then any pending proceeding before such Court shall be suspended so that the WIFE and HUSBAND shall have the 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 prior to the entry of a Judgment of Dissolution of Marriage, the entire Agreement shall become voidable at the option of the WIFE and HUSBAND.

5. In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect. In no event shall this Agreement become effective or have any validity unless a Judgment of Dissolution of Marriage is entered in the instant pending case. The Court upon entry of said Judgment shall retain the right to enforce the provisions and terms of this Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

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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, enforcement or modification. If a Court of competent jurisdiction at any time after entry of a Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid, then the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that this Agreement was prepared and executed in Illinois, both parties reside in the State of Illinois, HUSBAND filed an action for Dissolution of Marriage in Illinois, and WIFE filed her appearance and response to that action. The parties choose and desire for the sake of certainty as well as other considerations to be bound by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first set forth above.

Donn L. Andersen

DONN L. ANDERSEN
Petitioner

Darlene Andersen

DARLENE ANDERSEN
Respondent

Subscribed and sworn to

before me this 8 day

of June, 1988.

[Signature]

Notary Public

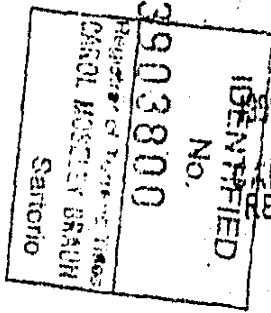
ALVIN P. HERMANOVA ASSOCIATES
134 North LaSalle, Suite 416
Chicago, Illinois 60602
346-2727

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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AUG 13 AM 11:05
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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3903800
vs. Sherrill R Jacobs
601 UEE Street
Des Plaines Ill. 60016

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 12-12-89

Audelia Pucinski

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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