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AGREEMENT ATTACHED  
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ENTERED  
JAN - 5 1990  
J. HARRIS 15 448

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

IN RE: THE MARRIAGE OF )  
MICHAEL CAHILL )  
Petitioner, )  
and )  
MARGARET CAHILL, )  
Respondent. )

No. ~~88-D-12718~~  
86-D-19470

JUDGMENT FOR DISSOLUTION 8001

Petitioner, Michael Cahill ("Michael"), by his attorney Michael Long, and the respondent, Margaret Cahill ("Margaret"), by her attorney George Kusian, having appeared before this honorable court on October 3, 1989, in this uncontested cause, and the parties testimony having been heard, this court makes the following findings:

1. This court has jurisdiction over this matter:
  - (a) Both Michael and Margaret were residents of Illinois at the time the action was commenced, and both have maintained residence in Illinois for at least ninety days prior to the filing of this matter; and,
  - (b) Margaret has filed an appearance and a response.
2. This court has jurisdiction over the subject matter.
3. The parties were married on July 7, 1982, in Cook County, Illinois and their marriage was registered in Cook County.
4. Michael and Margaret have lived separate and apart for

Judgment of Dissolution. This order is final.  
All issues in controversy have been resolved.

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recovery*

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a continuous period in excess of two years and irreconcilable differences have caused the irretrievable breakdown of the parties' marriage.

5. Three children were born to Michael and Margaret namely, Michelle born May 9, 1973, Julie born June 7, 1974 and James born September 8, 1976. That three children were adopted by Michael and Margaret namely, John age 22, Michael age 21 and Mary age 18. All three of the adopted children are emancipated.

6. Margaret is not pregnant.

7. Margaret needs a contribution of child support from Michael to support the parties' three minor children. The parties have agreed to reasonable provisions with respect to the support of their three minor children, namely that Michael shall pay \$585.00 a month (Five Hundred Eighty-Five Dollars) or 35% of his net income, whichever is greater. Child support payments shall continue as per the parties Marital Settlement Agreement incorporated herein.

8. Margaret is a fit and proper person to have custody of the children, and the parties have agreed that Margaret shall have custody of the minor children, and this agreement is not inconsistent with the best interests of the children.

9. The parties have entered into a Marital Settlement Agreement and Addendum to said Agreement, dated September 8, 1989, 1989, and this Agreement provides for the complete disposition of the parties' property rights and custody and support of the minor children, in the event of the entry of a judgment for

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dissolution of marriage. The marital settlement agreement and addendum to said agreement are attached in its complete form.

The court having heard sufficient testimony to support a judgment for dissolution of marriage, it is hereby ordered:

A. That the marriage of Michael Cahill and Margaret Cahill be dissolved pursuant to the Illinois Marriage and Dissolution of Marriage Act, Ill. Rev. Stat. c. 40, para. 101 et seq., (1988);

B. That the Marital Settlement Agreement and the Addendum to Marital Settlement Agreement, dated September 6, 1989, a copy of each is attached hereto, shall be incorporated herein and become a part of this Judgment;

C. Margaret is awarded custody of the parties' minor children, namely Michelle, Julie and James;

D. The terms of the Agreement shall not be modified unless both Michael and Margaret concur in writing, except as such terms bear upon child support, custody, or visitation;

F. That Michael shall pay to Margaret the sum of \$585.00 per month, or 35% of his net take home pay, whichever is greater, as and for child support.

G. That Michael will maintain a life insurance policy in the amount of \$30,000.00 (thirty thousand dollars) and will name the minor children as irrevocable beneficiaries of said policy. Michael will furnish proof of the life insurance policy upon demand of proof by Margaret. Michael will maintain the life insurance policy until the parties youngest child becomes emancipated.

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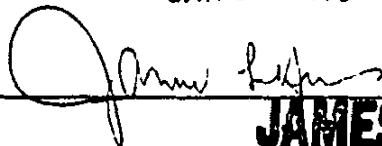
H. That Michael will co-operate with Margaret in maintaining her on his health insurance policy provided by his employer. Said co-operation will include, but not be limited to; executing all documents required by the insurance carrier or employer to provide continued health insurance coverage for Margaret, providing Margaret with 'spin off' documents or other documents of the insurance carrier or employer necessary for continuing health insurance coverage, and notifying the employer or insurance carrier of the entry of a Judgment of Dissolution of Marriage.

I. Michael and Margaret shall execute and perform all of the terms of the Marital Settlement Agreement and of this Judgment.

J. This court shall retain jurisdiction over the parties in this matter for purposes of enforcing this judgment

JAN 5 - 1990

ENTERED:



**JAMES L. HARRIS**

55616  
Michael Long  
109 West Elm Street  
Chicago, Illinois  
(312) 951-7447

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MARITAL SETTLEMENT AGREEMENT

This Agreement made September 6, 1989 at Chicago, Illinois, by and between Margaret Cahill (hereinafter "Margaret," "Wife," or "Mother") and Michael Cahill (hereinafter "Michael," "Husband," or "Father").

RECITALS

A. The parties were lawfully married on July 7, 1972, this marriage being registered in Cook County, Illinois;

B. Irreconcilable differences arose between the parties, and they have lived separate and apart since August 15, 1986, a period of more than two years;

C. Three children have been born to the parties as a result of this marriage, namely, Michele, now 15 years old; Julie, now 13 years old; and, James, now 11 years old. All children reside with their mother. Three children were adopted by the parties namely, John age 22, Michael age 21 and Mary age 18; all three children, adopted by the parties are emancipated. Michael and Margaret agree that each is a fit and proper person to have custody of the children;

D. The husband has filed a Petition for Dissolution of Marriage in Cook County, Illinois, No. 86 D 19470. The case remains pending and undetermined;

E. The husband and wife consider it in their best interests to forever settle between themselves all matters pertaining to custody, support, visitation, medical, educational,

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and other needs of the children, and to fully settle maintenance and property rights between the parties;

F. The wife has enjoyed the benefit of counsel from George Kusman as her attorney. The husband has been represented by Michael Long. The parties acknowledge each has been fully informed of the wealth, property, estate, and income of the other;

G. Husband and wife specifically understand this agreement has been negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended that any other person, including any of their children, become third-party beneficiaries of this agreement. Any benefits enjoyed by any other person other than Michael and Margaret are incidental to the direct benefits conferred upon the parties by this agreement.

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

ARTICLE 1: INCORPORATION OF RECITALS AND RIGHT OF ACTION

1. The above recitals are made a part of this agreement.
2. This agreement is not one to obtain or stimulate a dissolution of marriage.
3. Michael reserves the right to prosecute or defend any action for dissolution of marriage. Margaret reserves the right

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to prosecute or defend any action for dissolution of marriage.

ARTICLE 2: CUSTODY OF THE CHILDREN

1. The parties agree that the sole care, custody, control, and education of the children shall be with Margaret.

2. Michael and Margaret shall use their best efforts to foster the love, respect, and affection of the children towards each parent and shall cooperate in implementing the visitation and vacation programs hereinafter set forth to accommodate school and other commitments of each child.

3. Michael and Margaret shall keep each other fully informed of their places of residence and employment, telephone numbers, and vacation plans.

4. None of the children shall be removed from the State of Illinois except upon written agreement of the parties or modification of this agreement by a court of competent jurisdiction.

5. Margaret shall advise Michael of any serious illness or injury to any of the children. Margaret shall direct any physicians regarding the care and treatment of the children and shall keep Michael fully informed about any illness or injury. If any child should become ill or be injured while in Michael's physical custody and care, such as during visitation, Michael may direct any physician regarding the care and treatment of the child as is necessary to serve the best interests of the child during an emergency. In any emergency affecting the health and safety of a child, Michael or Margaret, after ascertaining that

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the child is being given medical attention, shall make reasonable efforts to promptly notify the other of the child's illness or injury.

6. Margaret shall have the right to decide which public or private elementary or high schools the children shall attend. Margaret shall keep Michael fully informed about the children's school attendance and grades.

ARTICLE 3: VISITATION WITH CHILDREN

Michael shall have liberal rights of visitation with the children on a regular basis and on alternating holidays. Michael shall have the right to take the children on summer vacations each year during the time when the children are not attending any school.

ARTICLE 4: SUPPORT OF THE CHILDREN

1. Michael shall pay to Margaret \$ 585.00 per month for child support, or thirty-five (35%) percent of his net income, whichever is greater, as defined in paragraph 505 of the Illinois Marriage and Dissolution of Marriage Act, Ill. Rev. Stat., ch. 40, para. 505 (1985), each payment to be made through the court, for the support of the children. Michael shall furnish Margaret with financial information and documents on an annual basis. If said documents indicate that Michael is in arrears to Margaret as to child support payments, Michael will prorate that arrearage amount in his monthly payments of child support in the preceding years payments. Said arrearage proration and payment shall

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commence, and include, any arrearage due and owing in the year the judgment is entered in the case herein.

2. Upon one of the children becoming fully emancipated, Michael shall be obligated to pay to Margaret twenty-five (25%) percent of his net income towards child support for the remaining minor children. Upon one of the remaining children becoming fully emancipated, Michael shall be obligated to pay to Margaret twenty (20%) percent of his net income towards child support the remaining minor child, until such time that the remaining minor becomes fully emancipated. A child shall be deemed fully emancipated upon the happening of any of the following events:

- A. The child reaching the age of 18 years;
- B. The child's marriage;
- C. The child's death;
- D. The child establishing a permanent residence away from the mother; or,
- E. The child entering the military, but the child shall not be deemed emancipated upon being discharged from the military for any reason and none of the above-listed emancipation events has occurred.

3. Michael and Margaret shall each pay one-half of any extraordinary medical and dental expenses for the children and shall keep the children on any medical, dental, or hospital plan offered by his or her employer. Margaret shall consult with Michael prior to incurring any extraordinary medical expenses

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except in emergency situations. Margaret will pay all of the ordinary and routine medical and dental expenses of the children.

4. Michael and Margaret shall each pay one-half of any college, university, or trade-school education expenses for each child, not covered by scholarships, grants or other assistance, provided that the child attends such college, university, or trade-school within one year after graduating from high school. This provision is conditioned on Michael or Margaret having the financial ability to pay his or her share of the education expenses. The parties shall use their best efforts to agree on any child's attendance at a college, university or trade-school and the amount of education expenses involved. If the parties fail to agree on these matters, the questions may be submitted to a court of competent jurisdiction upon proper notice and petition.

ARTICLE 5: WAIVER OF MAINTENANCE

Margaret hereby waives any claims she may have against Michael for maintenance and support and hereby acknowledges that she understands that such waiver is binding forever. Michael hereby waives any claims he may have against Margaret for maintenance and support and hereby acknowledges that he understands that such waiver is binding forever. Each party acknowledges that he or she understands that maintenance was formerly known in Illinois as alimony.

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ARTICLE 6: DISPOSITION OF REAL PROPERTY

The parties acquired certain real property located at 11031 South Oxford Avenue, Chicago Ridge, Cook County, Illinois, during the pendency of their marriage. Michael shall convey his interest in this real property to Margaret by quitclaim deed. Margaret agrees to assume sole responsibility for all mortgage payments for the real property and to indemnify and hold Michael harmless for any deficiency or amount due caused by Margaret's failure to make any mortgage payment in a timely fashion.

ARTICLE 7: DISPOSITION OF PERSONAL PROPERTY

1. Husband and wife have divided equally their personal property.
2. Michael shall retain title to the 1986 Ford Tempo.
3. Margaret shall retain title to the 1999 MONTE CARLO

ARTICLE 8: DEBTS AND OBLIGATIONS

1. The parties have incurred certain debts and obligations during their marriage.
2. Of the parties' outstanding debts and obligations, Michael shall pay the debts included in his Chapter 13 plan, case number 87 B 4509. Michael will also pay all debts he incurred, which are in his name alone, since the parties separation. Michael will also pay one-half of any unreimbursed extra-ordinary and ordinary medical or dental expenses incurred for the minor children. Michael shall hold Margaret harmless for each of the debts and shall indemnify her for any costs she incurs, including litigation costs or attorneys' fees, as a result of his failure

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to pay any of these debts.

3. Of the parties' outstanding debts and obligations, Margaret shall pay the debts she has incurred since the date of the parties separation. Margaret will also pay one-half of any unreimbursed extra-ordinary and ordinary medical or dental expenses incurred for the minor children. Margaret shall hold Michael harmless for each of the debts and shall indemnify him for any costs he incurs, including litigation costs or attorneys' fees, as a result of her failure to pay any of these debts.

ARTICLE 9: RETIREMENT, PENSION, AND PROFIT SHARING PLANS

1. Margaret waives any right or interest she may have in any retirement, pension or profit sharing plans maintained in Michael's name or for his benefit.

2. Michael waives any right or interest he may have in any retirement, pension or profit sharing plans maintained in Margaret's name or for her benefit.

3. Upon entry of a judgment for dissolution of marriage, if such event occurs, Michael and Margaret each waive any right or claim to a portion of any inheritance or lottery winnings received by the other.

ARTICLE 10: ATTORNEYS' FEES

Michael will be responsible for his own attorney's fees. Additionally, Michael will contribute the sum of \$500.00 towards towards Margaret's attorneys fees.

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Husband and wife hereunto set their respective hands and seals.

Dated: OCT. 3, 1989, 1989

Michael Cahill  
Michael Cahill

Before me, a notary public in and for the County of Cook, State of Illinois, appeared Michael Cahill, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered the foregoing instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

Dated: 10-3-89, 1989

Margaret Cahill  
Margaret Cahill

Before me, a notary public in and for the County of Cook, State of Illinois, appeared Margaret Cahill, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
Notary Public

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ADDENDUM TO MARITAL SETTLEMENT AGREEMENT

This addendum to a certain marital settlement agreement, dated September 6, 1989, entered into between Michael Cahill (hereinafter "Michael", "Husband" or "Father") and Margaret Cahill (hereinafter "Margaret", "Mother" or "Wife"), is hereby incorporated into said agreement and the provisions below become a part of that agreement. The provisions are as follows:

1. That Michael will pay to Margaret any child support arrearage arising from his second job in the year 1987. The net income from that job was \$4,500.00. Thirty-four percent, of that sum will be paid to Margaret over the next 52 weeks, commencing with the entry of Judgment for Dissolution of Marriage herein. Said arrearage amount will be added to Michael's current child support payments.

2. That Margaret will claim two of the minor children as dependents for federal and state income tax purposes in the tax year of 1989 and Michael will claim one minor child as a dependent for federal and state income tax purposes. Thereafter, Michael will claim two of the minor children as dependents and Margaret will claim one minor child as a dependent for federal and state income tax purposes and the parties shall alternate the two and one dependent exemptions until there remains two minor children. Thereafter, Michael and Margaret shall each claim one child as a dependent for federal and state income tax purposes until such time as one minor child remains. At that time, the parties shall alternate the remaining minor child as a dependent for federal and state income tax purposes; Michael shall have the dependent exemption the first year that one minor child remains eligible for dependent exemption for federal and state tax purposes.

3. That Michael and Margaret will file amended joint federal and state tax returns for the years 1987 and 1988. That both parties will co-operate fully in the preparation and filing of said returns and ~~each party will pay one-half of~~ the cost of preparing said returns. Michael and Margaret will each receive one-half of any and all tax refunds received for the years of 1987 and/or 1988. That Michael will be responsible for any and all penalties for filing late returns.

In accord with the agreement herein, the parties affix their signatures below:

Michael Cahill  
Michael Cahill

Margaret Cahill  
Margaret Cahill

Dated: Oct. 3, 1989

Dated: 10/3/89

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CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED No.	Registrar of Torrens Titles CAROL MOSELEY BRAUN GURTOWSKI
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MAIL TO:  
GEORGE D. KUMAR  
5032 S. ARCHER AVE  
CHICAGO IL 60632

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE

7-31-90

*Aurelia P. Kinosh*

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