

# UNOFFICIAL COPY

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Certificate No. 1176522 Document No. 2697800-F

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

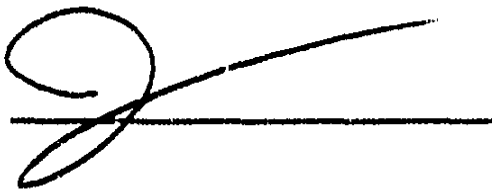
You are directed to register the Document hereto attached  
on the Certificate 1176522 Indicated affecting the  
following described premises, to-wit:

Lot Thirty-Seven (37) and Thirty-Eight (38) in  
Arthur duns MacLam Avenue Addition, a Subdivision  
of the Northeast Quarter (1/4) of Section 24,  
Township 37 North, Range 12, East of the Third  
Principal Meridian.

23-24-205-002  
23-24-205-003  
11200 S. Octavia,  
Worth

Section 24 Township 37 North, Range 12 East of the  
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 9-24 1990



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**FILED**  
JAN 25 1990  
AURELIA PUCINSKI  
PER \_\_\_\_\_  
STATE OF ILLINOIS

3313906

**ENTERED**  
JAN 25 1990  
*Ward's*

SS  
COUNTY OF COOK

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

IN RE THE MARRIAGE OF:

SARAHJANE McCARTHY,

Petitioner

and

JAMES EDWARD McCARTHY,

Respondent

8001  
No. 90 89 D5 50001

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause now coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner, SARAHJANE McCARTHY, and the stipulation of the parties hereto that the matter be heard as uncontested and in the suburban district; the Petitioner appearing in open court in her own proper person and by FAMILY LAW CENTER ON 111th STREET, INC., her attorneys; and the Court hearing the testimony of the Petitioner duly sworn and examined in open court in support of the allegations and charges contained in her Petition for Dissolution of Marriage, with the Court considering all of the evidence and now being fully advised in the premises, FINDS:

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1. That the Petitioner was domiciled in the State of Illinois at the time this action was commenced and that domicile has been maintained for more than ninety days next preceding the making of the findings herein.

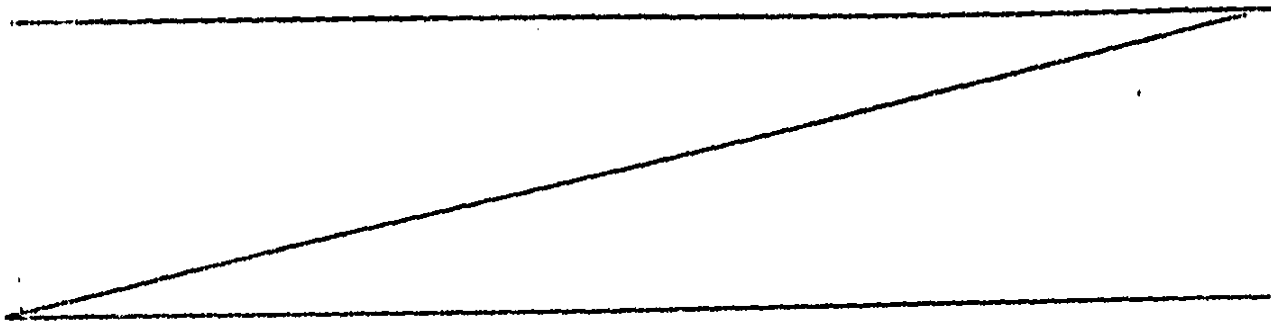
2. That the Petitioner and the Respondent were lawfully married on the 24th day of April, 1965, and that said marriage was registered at Chicago Ridge, Cook County, Illinois.

3. That four children were born to the parties as a result of their marriage, to wit: JOSEPH KELLY--age 22, JAMES DANIEL--age 19, JOHN MORRIS--age 16, and SARAH ANN--age 11; no children were adopted by the parties hereto, and the Petitioner is not now pregnant.

4. That during the marriage, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner, without cause or provocation on the part of the Petitioner.

5. That the Petitioner and the Respondent, on the 5th day of December, 1989, entered into a written agreement providing for settlement of the support and maintenance of the parties and for the settlement of their property and marital rights. The agreement has been presented to this Court for its consideration and approval and is in words and figures as follows:

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PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of December, 1989, by and between JAMES EDWARD MCCARTHY, hereinafter referred to as "Husband", and SARAHJANE MCCARTHY, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on April 24, 1965, with said marriage being registered at Chicago Ridge, Cook County, Illinois; and,

WHEREAS, there were four children born to the parties as a result of their marriage, to wit: JOSEPH KELLY--age 22; JAMES DANIEL--age 19; JOHN MORRIS--age 16; and, SARAH ANN--age 11; no children were adopted by the parties hereto, and the Wife is not now pregnant; and,

WHEREAS, there is pending in the Circuit Court of Cook County, Illinois, a Petition for Dissolution of Marriage captioned in the name of the parties, having been filed or about to be filed; and,

WHEREAS, unfortunate and irreconcilable difficulties and differences have arisen between the parties; and,

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NOW, THEREFORE, in consideration of the foregoing and of the mutual and several covenants herein contained, the parties do hereby freely and voluntarily agree as follows:

1. Non-Collusion. This agreement is not one to obtain or stimulate a divorce. Both parties reserve the right to prosecute and defend any action for divorce which he/she shall deem necessary or proper.

2. Marital Support. Each of the parties hereto agrees to waive marital support from the other, now and forever.

3. Automobiles. The Husband shall receive title to the 1988 Toyota truck and the 1988 Yamaha Virago motorcycle, which are currently in his name only,

The Wife shall receive title to the 1985 Chevrolet Cavalier, which is currently held in her name only.

4. Custody and Visitation. The Wife shall have the care, custody, control and education of the minor children of the parties hereto, namely, JOHN MORRIS--age 16, and SARAH ANN--age 11.

The Husband shall have the following rights of visitation with said children, in addition to any others agreed upon between the parties:

a. Three weeks in summer, with one month notice to the Wife, and with the Husband providing air transportation by sending paid tickets to the children;

b. Alternating Christmas and Easter vacations;

c. Reasonable visitation, as agreed to by the Wife, should the Husband visit the Chicago area.

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5. Child Support. The Husband agrees to pay to the Wife as support for the minor children of the parties the sum of One Hundred Seventy Dollars (\$170.00) biweekly until such time as said minor child graduates from high school and reaches the age of 18, or emancipates himself by marriage or otherwise. The above amount was agreed to and determined from Twenty Five Percent (25%) of the Husband's gross income of One Thousand Three Hundred Seventy Two Dollars per month.

This amount shall decrease to One Hundred Thirty Six Dollars (\$136.00) biweekly at such time as child support is to be paid for one child only. In addition, the amount shall decrease to the statutory minimum in the event of the Wife's remarriage or in the event she regularly cohabits with another man.

In the event that the Husband should become unemployed or have a substantial drop in income, then he shall file, within one week, with the Court having jurisdiction a Motion to Abate his child support payments.

The Husband shall not be responsible for payments if said minor children are in his care, custody and control for visitation purposes, but only if the period of said visitation is in excess of two weeks and an Agreed Order is entered in the Court having jurisdiction to correct the Order for Withholding.

Payments of child support will be made payable through the Clerk of the Circuit Court of Cook County, Child Support Division.

6. Child Support - Change of Custody. If one of the minor children, having exceeded the age of fourteen (14) years, should decide to reside with the non-custodial parent, then, after considering the age of the minor and whether or not his or her decision could be considered in the best interest of said minor, the parties shall enter an Agreed Order resetting custody, visitation, and child support to the Wife to be the statutory minimum percentage of the Husband's net income, as defined in the statute, less Seven Percent (7%), in recognition of the expense of the minor then residing with the Husband. Each of the parties promises to not use bribes or intimidation to coerce a child to "choose". Instead, the minor shall stay in the custody of the Wife, unless the minor strongly desires to change residences. This promise is entered into to fill a statutory void in the Dissolution of Marriage Act of Illinois, which does not cover the above circumstances. Should the minor later reverse residences again, then the changes made by this provision would revert to the original terms (above), and an Agreed Order shall be entered by the parties to correct the Order for Withholding entered in this matter. If the minor abuses this provision in playing one parent against the other, the parties shall treat this provision as nonexistent.

Any party having custody of any of the minors agrees to not cohabit with a member of the opposite sex at the residence of the children, said conduct being acknowledged by the social sciences as having a negative effect on the emotional stability of minor children.

7. Child Support - Educational Expenses. The Husband shall, at such time as the children aforesaid have progressed in their studies as to render the same suitable and provided he is financially able to do so, pay and defray all necessary and reasonable expenses incident to an education at the college or university level for the minor children of the parties hereto, said amounts to include tuition and room and board.

During the school year, the above-described child support payments shall abate as to said child, but the normal child support payments shall resume during the vacation months, assuming the minor child is then residing with the Wife.

The Wife shall be entitled to deduct the minor children from her income tax returns as dependents. The Husband shall furnish to the Wife a copy of his federal tax return by April 20th of each year.

8. Child Support - Medical Expenses. In addition to the payments hereinbefore provided, the Husband shall maintain a medical insurance policy on the minor children and pay all extraordinary medical, surgical and dental bills, including the cost of hospitalization, incurred by or for said children of the parties hereto.

The term "extraordinary" as used in this paragraph shall include all teeth straightening, major dental work, operation, serious accidents, serious illnesses requiring hospitalization or extended medical care and the like, but shall not include

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routine check-ups, minor ailments, drug supplies, dental prophylaxis and the filling of simple cavities and the like where the cost of each medical care is not in excess of Fifty Dollars (\$50.00) per medical procedure.

The Wife agrees that in the event of serious illness or the need for extraordinary medical, surgical or dental care, she will consult the Husband before incurring expenses for any of said conditions and will be guided by his advice in this respect. It is understood by both parties that the Wife's agreement to consult the Husband shall not apply in cases of grave emergency where the life of said child might be imperiled by delay.

9. Child Support - Life Insurance. In order to ensure the future of said minor children, the Husband agrees to maintain life insurance on himself in the amount of Fifty Thousand Dollars (\$50,000.00) and name the minor children as the irrevocable exclusive beneficiaries of said policy and to provide the Wife proof of this designation.

10. Real Estate. The Wife shall have and be granted all interest in the single family residence of the parties commonly known as 11200 S. Octavia, Worth, Illinois, and the Husband shall deed, by quit-claim, all of his right, title and interest to said residence within five days of the entry of a Judgment for Dissolution of Marriage. Following said quit-claim, the Wife shall be responsible for the mortgage attached to said residence, and the payment of all future installments

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shall be made by, and be the responsibility of the Wife. Utility bills and mortgage bills arising from the period before the signing of said quit-claim, shall be the responsibility of the Wife.

11. Furniture and Personalty. The Wife shall receive the personalty currently in her possession and at the above-described family residence. The Husband shall receive the personalty currently in his possession.

12. Attorney's Fees. Each of the parties hereto agrees to be responsible and pay for his/her own attorney's fees.

13. Outstanding Debts. All expenses incurred after the entry of a Judgment for Dissolution of Marriage shall be paid by and be the responsibility of the incurring party. The incurring party shall hold the other party harmless thereon.

14. Pensions, Retirement Rights. Each party hereto waives any rights he/she may have in the other party's pensions and/or retirement funds, if any, now and forever.

15. Full Disclosure Made. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he/she is conversant with all the wealth, property, estate and income of the other, and that each has been fully informed of his/her respective rights in the premises.

16. Full Comprehension of Legal Rights. The Wife states that the Family Law Center on 111th Street, Inc. has fully explained the legal rights and duties as between the parties, including the right to pretrial discovery in order to determine the true financial position of the opposing party.

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If, in fact, little or no discovery has been completed, the Wife acknowledges that said lack of discovery was at her specific instruction after she had been fully informed of the fact that she had the right to such information and that legal means are available to secure any and all information that may be necessary to determine the facts relating to any matter of concern in the dissolution of the parties' marriage.

The Wife further acknowledges that in the absence of meaningful discovery, the Family Law Center on 111th Street, Inc. is limited to providing counsel and advice based solely upon those facts presented by the Wife or the opposing party which are not challenged by the Wife, and that failure to use the power of the Court to ascertain the underlying facts at issue may be detrimental unless each party is completely familiar with the other's circumstances.

17. Mutual Waiver. The parties mutually agree to waive and disclaim all rights of courtesy, homestead, inheritance, dissent, distribution, community interest and any and all right, title or claim, interest and estate as Husband and Wife or otherwise by reason of the marital relationship heretofore existing between the parties or against the property and assets of the other party and the estate of the other party.

18. Mutual Hold Harmless. The parties mutually agree that neither party shall be liable for debts or obligations of the other party, whenever or however hereafter accrued or created. Each of the parties agrees that, after the date hereof, he or she will not charge any amount against the other party

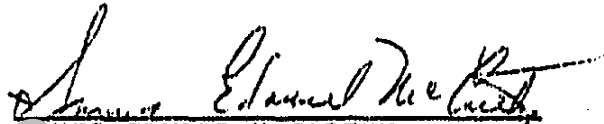
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or credit any claim, indebtedness or demand against the other party. Each of the parties agrees to indemnify the other and save the other party harmless from any other claims, demands or liabilities of any kind arising or accruing on account of the act done or performed or obligation incurred by him or her, as the case may be, subsequent from the date hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

  
JAMES EDWARD MCCARTHY

  
SARAH JANE MCCARTHY

Property of Cook County Clerk's Office

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That the Court having considered the agreement and the circumstances of the parties FINDS that the agreement is not unconscionable and that the parties assert that the agreement was freely and voluntarily entered into by them, is fair and equitable in its terms and provisions, and should be approved by the Court.

6. That the Petitioner has established by competent, material and relevant evidence all of the allegations and charges contained in her Petition for Dissolution of Marriage, and the equities of the case are with the Petitioner.

7. That the Court has jurisdiction of the parties to this case and the subject matter hereof.

IT IS THEREFORE ORDERED AND ADJUDGED, and this Court, by virtue of the power and authority therein vested, and the statute in such case made and provided, DOES ORDER AND ADJUDGE as follows:

A. That the bonds of matrimony existing between the Petitioner, SARAHJANE MCCARTHY, and the Respondent, JAMES EDWARD MCCARTHY, be, and the same are, hereby dissolved.

B. That the agreement hereinabove contained is hereby in all respects approved, confirmed, ratified and adopted as the judgment of this Court to the same extent and with the same force and effect as if the provisions contained in said agreement were set forth in this paragraph of this Judgment and each and every provision thereof is binding upon each of

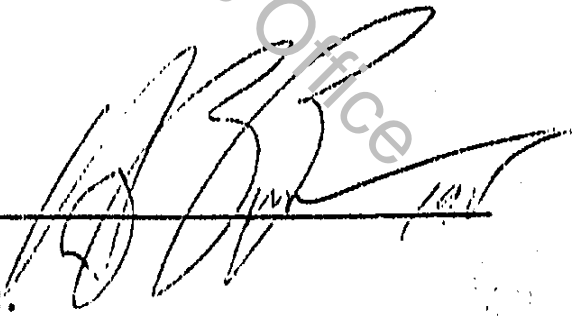
the parties hereto, and each of the said parties shall do and perform all of the acts undertaken and carry out all of the provisions contained in the aforesaid agreement, which is made a part of this Judgment.

C. That the Petitioner and the Respondent shall carry out all of the terms, provisions and conditions of this Judgment, and each of the parties shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest their titles and estates in the respective parties hereto, as provided in the agreement hereinabove contained, and hereafter at any time and from time to time execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner therein agreed and provided.

D. That this Court reserves jurisdiction of the subject matter of this case of the parties hereto for the purpose of enforcing the terms of this Judgment and the provisions of the agreement hereinabove contained.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

DATE \_\_\_\_\_  
ENTER: \_\_\_\_\_



FAMILY LAW CENTER ON 111th STREET, INC.  
Attorney for Petitioner  
6657 North 111th Street  
Worth, IL 60482  
Attorney #18117

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 9-18-99

Aurilia Pleanski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

1030 SEP 24 PM 2:26

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

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9/21/99

REGISTERED TITLE CAGAL INDEX C.T.L. GRASSKI	9068	IDENTIFIED No.
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CHICAGO TITLE #S  
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