

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF  
 ROBERT L. SALOMON,  
 Petitioner,  
 v.  
 ELIZABETH A. SALOMON,  
 Respondent.

3915404

NO. 81 D 17361

AMENDED  
AGREED ORDER (Page 1 of 5)

This cause comes on to be heard on the Petition of ELIZABETH ANN SALOMON for a Rule to Show Cause and Other Relief, and the Counter-Petition of ROBERT L. SALOMON to Reduce Support and Other Relief, all parties having been duly notified and present in open Court and the Court having jurisdiction over the parties and the subject matter and being fully advised in the premises,

IT IS HEREBY ORDERED:

1. That the Judgment for Dissolution of Marriage be and the same is hereby modified based upon a substantial change in the circumstances of the parties, as follows:

- (a) That as an equalization and distribution of the marital assets, and in complete satisfaction of any and all arrearages due from ROBERT L. SALOMON to ELIZABETH ANN SALOMON for support, and in further complete and total satisfaction of all support (unallocated maintenance) due from ROBERT L. SALOMON to ELIZABETH ANN SALOMON, said ROBERT L. SALOMON shall quit-claim, waive, relinquish and transfer to ELIZABETH ANN SALOMON his twenty-five (25%) percent of the marital residence located at 513 East 173rd Street, South Holland, Illinois;

3915404

Name FLORIO & LEVIN  
 Attorney for ROBERT L. SALOMON  
 Address 77 West Washington Street  
 City Chicago, Illinois 60602  
 Telephone 346-2850  
 Attorney No. 91072

....., 19.....

ENTER:

.....

Judge

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

ORDER

0 3 9 1 5 4 0 4

COG-2

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF

ROBERT L. SALOMON,

Petitioner,

v.

NO. 81 D 17361

ELIZABETH A. SALOMON,

Respondent.

### AGREED ORDER (Page 2)

- (b) That as a further equalization and distribution of the assets and in complete satisfaction of all support provisions (unallocated maintenance and child support) due thereunder through 1989, ROBERT L. SALOMON shall transfer to ELIZABETH ANN SALOMON all of his "net" right, title and interest in and to the profit sharing proceeds from his prior employer, PROPHECY CORPORATION. "Net" shall be defined as the gross proceeds less ten (10%) percent penalty for early withdrawal and an amount equal to ROBERT L. SALOMON's federal and state income tax due for the year 1988 as a result of this transaction. The income tax portion shall be deducted and held in an escrow calculated at 33% of the gross amount less the 10% penalty. In the event the tax due therein is less than 33% thereof, the balance shall be paid to ELIZABETH ANN SALOMON; Said gross proceeds shall not be less than \$20,000.00. Proof of profit sharing proceeds shall be provided to Elizabeth Salomon
- (c) That upon completion hereof, all support of any kind or nature due from ROBERT L. SALOMON to ELIZABETH ANN SALOMON for herself or CHRISTOPHER SALOMON, be and the same is hereby satisfied and terminated;

Name FLORIO & LEVIN  
 Attorney for ROBERT L. SALOMON  
 Address 77 West Washington Street  
 City Chicago, Illinois 60602  
 Telephone 346-2850  
 Attorney No. 91072

ENTER:

Judge

3915A04

UNOFFICIAL COPY

Property of Cook County Clerk's Office

445-1111

# UNOFFICIAL COPY

ORDER

03915402

CCG-2

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF

ROBERT L. SALOMON,

Petitioner,

v.

NO. 81 D 17361

ELIZABETH A. SALOMON,

Respondent.

### AGREED ORDER (Page 3)

- (d) That upon entry of this Order, any and all withholding orders from the Department of Public Aid, Internal Revenue Service, Illinois Department of Revenue, and Clerk of the Circuit Court of Cook County, shall be vacated and terminated;
- (e) That ROBERT L. SALOMON shall be allowed full deductibility for unallocated maintenance paid and/or withheld from his income and tax returns and paid to ELIZABETH ANN SALOMON for the year 1987 and includible as income to ELIZABETH ANN SALOMON for federal and state tax purposes;
- (f) That the transfer of real estate interest and profit sharing proceeds shall not be deemed a taxable event and ROBERT L. SALOMON shall not be entitled to any deductions therefrom and ELIZABETH ANN SALOMON shall not include same as income for federal and state tax purposes.

2. That the only terms of the Judgment for Dissolution of Marriage as amended hereunder applicable to ROBERT L. SALOMON shall be the life insurance requirement and proof thereof, which shall terminate upon the graduation of the minor child, CHRISTOPHER, from college.

Name FLORIO & LEVIN  
 Attorney for ROBERT L. SALOMON  
 Address 77 West Washington Street  
 City Chicago, Illinois 60602  
 Telephone 346-2850  
 Attorney No. 91072

..... 19.....  
 ENTER:  
 .....  
 Judge

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE: THE MARRIAGE OF

ROBERT L. SALOMON,

Petitioner,

v.

ELIZABETH A. SALOMON,

Respondent.

NO. 81 D 17361

AGREED ORDER (Page 4)

; and that ROBERT L. SALOMON shall assist said minor child, CHRISTOPHER, with his college education as per the statute in such instances commensurate with his financial ability. All other provisions are hereby terminated and satisfied.

3. That each party shall be responsible for their own attorney's fees.

Name FLORIO & LEVIN
Attorney for ROBERT L. SALOMON
Address 77 West Washington Street
City Chicago, Illinois 60602
Telephone 346-2850

Attorney No. 91072

ENTER:

Judge

Property of Cook County Clerk's Office

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/18/2011



# UNOFFICIAL COPY

ORDER

07915404

CCG-2

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE; THE MARRIAGE OF

ROBERT L. SALOMON,

Petitioner,

v.

ELIZABETH A. SALOMON,

Respondent.

NO. 81 D 17361

### AGREED ORDER (Page 5)

4. That this Court shall retain jurisdiction over the parties and the subject matter herein to insure compliance hereunder.

APPROVED:

  
ROBERT L. SALOMON

  
ELIZABETH A. SALOMON

Name FLORIO & LEVIN  
Attorney for ROBERT L. SALOMON  
Address 77 West Washington Street  
City Chicago, Illinois 60602  
Telephone 346-2850  
Attorney No. 91072

ENTER:

ENTERED  
MAR 21 1983  
J. BEATTY  
Judge

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2011  
K111  
1111  
1111



UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

above, and evidence heard as in matters of contest, Counter-Respondent not representing any evidence on his behalf; that the parties have entered into an oral Property Settlement Agreement on April 27, 1982, relative to their property rights, and rights of maintenance and support, and which was submitted to the Court, approved by the Court and made a part of the transcript filed herein; that the parties hereto fully understand the terms and conditions of said Agreement and are satisfied with the contents thereof and the terms thereof are set forth in the Judgment portion of this Judgment for Dissolution of Marriage; the Court having heard the evidence offered by Counter-Petitioner in support of the allegations of her Counter-Petition for Dissolution of Marriage contained, and the testimony of the various witnesses, duly sworn and examined in open Court, and now being fully advised in the premises.

F I N D S :

1. That the Court has jurisdiction of the parties hereto and the subject matter hereof.
2. That at the commencement of the within action, the Counter-Petitioner, ELIZABETH ANN SALOMON, was a resident and was domiciled in the State of Illinois and has maintained said domicile for at least 90 days preceding the findings required under the within Judgment for Dissolution of Marriage.
3. That Counter-Petitioner and Counter-Respondent were

*EAS*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

30-011

lawfully joined in marriage on, to-wit: October 12, 1958, and that said marriage was registered at Chicago, Cook County, Illinois; and that the parties lived and cohabited together as husband and wife from said date until approximately August, 1981.

4. That three children were born to the parties as the issue of their marriage, namely, ROBERT L. SALOMON, born August 20, 1960, attending college; TERRY A. SOLOMON, born February 15, 1963, and attending college; and CHRISTOPHER J. SALOMON, born August 13, 1970; and that Counter-Petitioner is not presently pregnant; that no children were adopted by the parties hereto.

5. That the Counter-Petitioner is a fit and proper person to have the care, custody, control and education of the minor child, CHRISTOPHER J. SALOMON, and that it is in the best interests of the child that the temporary and permanent custody of the minor child be awarded to the Counter-Petitioner.

6. That the Counter-Petitioner, ELIZABETH ANN SALOMON, materially aided in the accumulation of the family unit, and her participation as a homemaker to the family unit, and her participation is recognized in the fair and just divisions of the marital property in just proportions.

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office



7. That the Counter-Respondent is guilty of mental cruelty, as charged in the Counter-Petition for Dissolution of Marriage, all without cause or provocation on the part of the Counter-Petitioner.

8. That the Counter-Petitioner has established by competent, material and relevant proof all of the allegations and charges contained in her Counter-Petition for Dissolution of Marriage, and that the equities of this cause are with the Counter-Petitioner.

9. That the interest of the Counter-Petitioner, ELIZABETH ANN SALOMON, as the non-title holding spouse in and to the marital property of the parties is a species of common ownership which was vested at the time of the commencement of the action under Section 411 and 503 of the Illinois Marriage of Dissolution of Marriage Act.

10. That the parties hereto have entered into an oral Property Settlement Agreement, dated April 27, 1982, the terms of which have been submitted to the Court, and that the Court has approved the provisions contained therein relating to maintenance, support and the respective rights of each party in and to the property, income or estate which either of them owns or may hereafter acquire, including a division of all marital and non-marital property and other

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

matters contained in the said oral Property Settlement Agreement which has been presented to this Court for its consideration. That the parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. That Counter-Petitioner has employed and had the benefit of counsel of JAMES T. HADDON, LTD., by JAMES T. HADDON, as her attorney. That Counter-Respondent has employed and had the benefit of counsel of FLORIO & LEVIN, by JOEL J. LEVIN. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. That said Agreement was entered into freely and voluntarily between the parties hereto and was based upon full, frank and complete disclosure of the earnings, assets and liabilities of the parties as stated below. That Counter-Petitioner represents her gross income to be approximately \$6,000.00 per year and Counter-Respondent represents his gross income to be \$80,000.00 per year. That the Agreement is not unconscionable and ought to receive the approval of this Court and that the Agreement is hereinafter made a part of the judgment portion of this Judgment for Dissolution of Marriage.

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/1/2014

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

1. That the Counter-Petition for Dissolution of Marriage by Counter-Petitioner, ELIZABETH ANN SALOMON, be granted and the parties are awarded a Dissolution of Marriage; that the bonds of matrimony heretofore existing between the Counter-Petitioner, ELIZABETH ANN SALOMON, and the Counter-Respondent, ROBERT LOUIS SALOMON, be and the same are hereby dissolved, and the same are dissolved accordingly, and the parties are and each of them is freed from the obligations thereof;

2. That the oral Property Settlement Agreement of the parties made on April 27, 1982, and all of its terms and conditions, are hereby incorporated and made a part of this Judgment for Dissolution of Marriage;

A. Property.

That the Counter-Petitioner and the Counter-Respondent own the following marital property:

- (1) The marital home, commonly known as 513 East 173rd Street, South Holland, Illinois, and legally described in Exhibit "A", encumbered with a first

*EAS*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

mortgage with Lansing Savings and Loan in the approximate amount of \$25,000.00 and a second mortgage in the approximate amount of \$5,500.00, title to the property being held by the parties as joint tenants;

- (2) Household furniture, furnishings and fixtures;
- (3) Various checking and savings accounts in either or both names;
- (4) Various personal items and belongings;
- (5) Various life insurance policies on the life of the Counter-Respondent;
- (6) A 1977 Chevrolet Monte Carlo automobile;
- (7) A 1978 B.M.W. automobile;

B. Division of Marital Assets.

(1) The Marital Home. Upon entry of a Judgment for Dissolution of Marriage, Counter-Respondent and Counter-Petitioner shall execute Quit-Claim Deeds so that Counter-Petitioner and Counter-Respondent shall own the said real estate as tenants in common, and not as joint tenants, but subject to the same percentage of ownership as in the distribution of net proceeds in the event of sale.

That Counter-Petitioner shall have the right to exclusive

*EAS*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/10



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

possession of the marital home until the first to occur of the following:

- (a) Abandonment of the home by Counter-Petitioner;
- (b) Counter-Petitioner's remarriage, death or continuing resident, conjugal relationship;
- (c) Counter-Petitioner desires to sell the residence;
- (d) August 18, 1988.

That commencing on the effective date of this Agreement, and during the time that Counter-Petitioner occupies the marital home she shall be responsible for timely payment of the first and second mortgages (principal and interest), real estate taxes, special assessments, homeowner's insurance, ordinary maintenance and utilities and shall be entitled to claim mortgage interest and real estate taxes paid after the effective date of this Agreement as itemized deductions on her federal income tax return. That the Counter-Petitioner will indemnify and hold the Counter-Respondent harmless for any claims to the contrary.

Upon the sale of the marital home the proceeds of sale shall be disbursed in the following manner:

- (a) Payment of the principal balance on the existing first and second mortgages and expenses of sale, including real estate sales commission, if any, attorney's fees and

*EAS*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

title expenses;

(b) Payment to Counter-Petitioner of such sums representing her reduction in the first and second mortgages from the date of entry of any Judgment for Dissolution to the date of closing;

(c) Payment to Counter-Respondent of any such sums borrowed by Counter-Petitioner for capital improvements as provided below;

(d) The remaining net proceeds of sale shall be divided seventy-five (75%) percent to Counter-Petitioner and twenty-five (25%) percent to Counter-Respondent. That if Counter-Respondent is not living at the time he is to receive said proceeds, his interest shall go to any child or the children of the parties. That Counter-Respondent's interest shall be devised to his child or children as he may direct by his Last Will and Testament or by a Trust Agreement under an Illinois land trust;

During the period from the effective date of this agreement to the date of the sale of the marital home, capital improvements to the home shall be made only after the parties have agreed thereto in writing. In the event the parties cannot agree, said dispute shall be submitted to the Court for determination. Notwithstanding the above, Counter-

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011 10:00 AM

Petitioner shall be allowed to incur emergency repairs in the event such is necessary to preserve or protect the marital residence. The expense of a capital improvement shall be borne by the parties in the ratio in which they share the net proceeds of sale, i.e. seventy-five (75%) percent and twenty-five (25%) percent. In the event that Counter-Petitioner is unable or unwilling to pay her share of the capital improvement at the time it is made, an adjustment shall be made at the time of sale and that Counter-Respondent's share of net proceeds shall be credited in the appropriate amount at the closing. That a capital improvement shall be defined as a repair exceeding THREE HUNDRED (\$300.00) DOLLARS and including but not limited to replacement of the roof, heating or cooling units, wiring, pool, doors, structural repairs, et., but shall not include minor repairs or decorating. That Counter-Respondent agrees to be solely responsible for the repair to the pool filter and the two front doors, said repairs to be made on or before May 1, 1982. That as regards the pool filter, Counter-Respondent shall receive a credit for seventy-five (75%) of the cost of same at the closing as stated above.

The parties shall cooperate to determine the basis in the home at the time of its sale and each shall be responsible for reporting the capital gains realized on his or her share on his or her income tax returns.

*EAS*  
EAS

*EAS*  
EAS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4


\*  
That in the event Counter-Petitioner desires to purchase Counter-Respondent's interest in the property, the parties agree to obtain an independent appraisal in order to determine the fair market value as of that date. That Counter-Respondent shall receive one-fourth of the agreed upon valuation, after deducting the same items as would be deducted in the event of a sale of the property.

That Counter-Petitioner agrees to permit the Judgment for Dissolution to be recorded by Counter-Respondent as a lien against the real estate at 513 East 173rd Street, South Holland, Illinois.

(2) Tangible Personal Property. Counter-Respondent shall have as his sole and separate property, free of any claim by the Counter-Petitioner, his personal belongings and the items listed in Exhibit "B" attached hereto, now located in the marital home at 513 East 173rd Street, South Holland, IL., and that Counter-Petitioner shall have all of the items not appearing in said Exhibit. That Counter-Petitioner shall have all of the items, furniture and belongings of the minor child.

(3) Bank Accounts. Each of the parties shall retain as his or her separate property any checking or savings account now possessed in his or her individual name, free from any

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/2010



claim of the other, and that each party waives any claim for monies previously held in the joint names of the parties and previously withdrawn.

(4) Life Insurance. Counter-Respondent shall own the life insurance on his life, subject to the provisions hereinafter provided for the benefit of the Counter-Petitioner and the children of the parties.

(5) Automobiles. That Counter-Petitioner shall receive the 1977 Chevrolet Monte Carlo automobile, and Counter-Respondent shall execute any and all documents necessary to transfer same to Counter-Petitioner. That Counter-Respondent shall receive the 1978 B.M.W. automobile and shall assume any obligations owed thereon and hold Counter-Petitioner harmless for any claims to the contrary.

(6) Payment. That Counter-Respondent shall tender to Counter-Petitioner on the date of entry of any Judgment for Dissolution a certified check or cashier's check for ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.

C. Marital Debts and Division of Marital Debts.

(1) That each party will be responsible for his or her debts incurred after the Judgment for Dissolution.

(2) That Counter-Respondent will be responsible for

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

and will indemnify and hold Counter-Petitioner harmless for the debts, listed in Exhibit "C", attached hereto.

(3) That Counter-Petitioner will assume the following debts:

(a) The balance due and owing to Lansing Savings and Loan, first and second mortgages;

(4) That Counter-Respondent will assume the debt in connection with the 1978 B.M.W. automobile, and will indemnify and hold harmless the Counter-Petitioner for any claim to the contrary.

D. Acknowledgment. That each of the parties acknowledges that all of the marital property has been equitably distributed and that neither has any claim in and to the marital and non-marital property of the other. That the aforesaid assignments of assets and the below assumption of liabilities are acknowledged by the parties to be approximately equal division of the marital property, in accordance with the net fair market value and do not constitute a transfer. Therefore, the within are non-taxable transactions, subject to no gains or losses recognized to either spouse. Accordingly, the basis of each individual asset received in its entirety by one spouse or the other in the division will retain its present marital basis in the hands of the spouse receiving

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

it. It is further understood by and between the parties that this is all in conformity with 26CFR 1.1001-1 and Rev. Ruling 76-83.

E. Custody Visitation and Parental Supervision.

That the Counter-Petitioner and the Counter-Respondent agree that the care and custody of the minor child, CHRISTOPHER J. SALOMON, shall be vested with the Counter-Petitioner. Having regard for the need of the child to enjoy the society of his father after any dissolution, Counter-Respondent shall have liberal and reasonable rights of visitation, providing same does not interfere with his education and schooling. That Counter-Respondent's visitation is set forth in Exhibit "B" attached hereto. That during any period of visitation by Counter-Respondent with the minor child, there shall be no abatement of unallocated support.

In order to serve the best interests of the minor child, the parties agree to the timely exchange of vital information regarding the child's health and progress in school. Medical and school records shall be made available to both parents.

F. Child Support.

That no child support shall be paid by Counter-Respondent for the child, CHRISTOPHER J. SALOMON, as same is included

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Page 1 of 1

in the below Paragraph G.

G. Unallocated Maintenance and Child Support.

That Counter-Respondent shall pay to Counter-Petitioner as unallocated maintenance and child support the following sums:

(1) For the fiscal year commencing on May 1, 1982 unless modified, Counter-Respondent shall pay to Counter-Petitioner the following sums:

- (a) May, 1982 \$5,000.00
- (b) June - August, 1982 \$2,000.00 per month;
- (c) September, 1982, -  
April, 1983, \$1,850.00 per month;

For the fiscal year commencing on April 1, 1983, unless modified, but in no event later than August 18, 1988, Counter-Respondent shall pay to Counter-Petitioner the following sums:

- (a) April and May \$1,850.00 per month;
- (b) June to August \$2,000.00 per month;
- (c) September to March \$1,850.00 per month.

That said sums shall be payable in one (1) monthly payment on the first day of each month.

(2) For the fiscal year commencing September 1, 1988, and until December 31, 1989, the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS total, payable at the

*Bas*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011  
11/11/2011



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

rate of SEVEN HUNDRED FIFTY AND NO/100 (\$750.00) DOLLARS per month, payable in one (1) monthly payment on the first day of each month. That Counter-Respondent's obligation to make the foregoing payments shall cease, terminate, and abate in the event of Counter-Petitioner's remarriage, Counter-Petitioner's death or Counter-Respondent's death.

(3) Counter-Respondent's obligation to make the foregoing payments in (1) above, shall cease, terminate and abate on the first to occur of the following:

- (a) Counter-Respondent's death;
- (b) Counter-Petitioner's death;
- (c) Counter-Petitioner's remarriage or continuing, resident, conjugal relationship; or
- (d) August 18, 1988.

In the event (c) above occurs, the parties shall agree on the amount of child support to be paid or resort to court adjudication on Petition of Counter-Respondent.

(4) That no future income or earnings of any kind whatsoever of Counter-Petitioner's from any source shall

*EAS*  
EAS

*RLS*  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-11-2010

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

be a basis for Counter-Respondent to seek a reduction of his obligation to make unallocated maintenance and child support payments, but can be considered by the Court in the event Counter-Petitioner seeks an increase in unallocated maintenance and support from Counter-Respondent.

(5) The parties acknowledge and agree that the amount of the unallocated maintenance and child support which Counter-Respondent is obligated to make to Counter-Petitioner hereunder have been arrived at and agreed upon by the parties to bring themselves within the purview of existing federal rules and regulations, including 26 C.F.R. Section 1.71 and Sections 71 and 215 of the Internal Revenue Code. Accordingly, it is further agreed, contemplated and understood by the parties that all of the payments to be made by Counter-Respondent to Counter-Petitioner under this Article are periodic payments in discharge of a legal obligation which, because of the family or marital relationship, are imposed upon or incurred by Counter-Respondent under a written instrument incident to a dissolution of marriage, within the meaning and intendment of Section 62(13), 71 and 215 of the Federal Internal Revenue Code and of similar provisions of future laws, which make such payments includable in Counter-Petitioner's gross income in the year received and deductible

-17-

  
EAS

  
RLS

3915104

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

from Counter-Respondent's gross income in the year paid, in the determination of the parties' respective income tax liability.

(6) The payments of unallocated maintenance and child support as stated herein which the Counter-Respondent shall pay to the Counter-Petitioner hereunder has been arrived at and agreed upon by the parties in the light of existing Federal and State income tax laws, rules and regulations, which make such payments deductible by Counter-Respondent and taxable to the Counter-Petitioner. In the event there shall henceforth be a change in the applicable statutes, case law, or relevant rules and regulations, such that the said payments will be partially or wholly non-deductible by Counter-Respondent and thus not taxable to Counter-Petitioner, then the payments made under this Paragraph shall be re-evaluated in light of such change in the law, it being agreed by the parties to make such adjustment in the nature and amount of such payments as may be required to give effect to their original intention as expressed herein.

(7) That each party upon written request of the other agrees to submit a copy of his or her W-2 form from employment.

  
EAS

-18-

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

H. Maintenance of Counter-Respondent.

That Counter-Respondent waives any and all claims for maintenance for himself, past, present and future.

I. Attorney's fees.

That each party will be responsible for his or her own attorney's fees and costs.

J. Exemption for Tax Purposes.

It is hereby agreed that the Counter-Petitioner will be providing over one-half (1/2) of the necessary support for the minor child of the parties, out of income and assets for the duration of the child's minority. Accordingly, it is further agreed that Counter-Petitioner shall henceforth, commencing with the taxable years 1981 and 1982, be entitled to claim the child, CHRISTOPHER J. SALOMON, as "dependent exemption" for Federal and Illinois individual income tax purposes, and Counter-Respondent agrees not to assert a conflicting claim thereto, in the preparation and submission of his individual income tax returns for this and future taxable years.

K. Tax Return for 1981.

That if Counter-Petitioner desires, the parties shall join in filing a joint federal and state income tax returns

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01  
02  
03  
04  
05  
06  
07  
08  
09  
10



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

(and any other joint federal and/or state return) that will reduce the aggregate taxes that would otherwise be due from the filing of separate returns and that apply to any taxable period that end before entry of a Judgment for Dissolution of Marriage in the pending action, as well as in filing any amendment to any joint returns previously filed or any document (such as a refund claim, protest or court pleading). Any such joint return, amended joint return or other document shall be prepared by Counter-Respondent at his expense, with Counter-Petitioner providing all requested information. Any taxes, interest or penalties that may be due or claimed by a taxing authority as due and owing in connection with any filing or audit or any joint return or amended joint return, as well as with respect to any prior return for prior years, shall be the obligation of Counter-Respondent and he shall hold Counter-Petitioner harmless from any taxes, interest or penalties. In the event that any refund is received from the taxing authority on the basis of any such return or any such amended return, it shall be split equally between the parties.

L. Life Insurance.

That Counter-Respondent agrees that he will keep and maintain at least \$100,000.00 in life insurance, with

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

Counter-Petitioner and the three children as beneficiaries until each child finishes college. That the amount shall not decrease but that as each of the older children finish college they shall be deleted as beneficiaries. As of August 18, 1988, Counter-Respondent's obligation as to Counter-Petitioner to provide life insurance shall be reduced to a percentage of life insurance equal to the then amount owed by Counter-Respondent to Counter-Petitioner under Paragraph G above, with Counter-Petitioner as beneficiary so long as she is entitled to receive said monies under Paragraph G. That said obligation shall terminate as to Counter-Petitioner at such time as Counter-Respondent is not obligated to pay Counter-Petitioner under Paragraph G above. That Counter-Respondent may name a corporate Trustee, if he chooses. That Counter-Respondent receives the right to establish a revocable life insurance trust to accomplish the above-stated intended purpose. Upon request, Counter-Respondent, shall furnish evidence of the payment of the premium due thereon.

M. Hospitalization.

Counter-Respondent agrees to provide hospitalization coverage for the children of the parties and upon request, to furnish proof of coverage to Counter-Petitioner. That

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

said obligation as to the children, shall continue until such time as each child reaches eighteen (18) years of age, or finishes college, whichever occurs later.

N. Extraordinary Medical, Dental and Ophthalmological Expenses.

That the parties agree that the Counter-Respondent shall be solely responsible for all extraordinary medical, dental, and ophthalmological expenses incurred on behalf of the children of the parties. That said obligation as to each child shall continue until such time as the child reaches eighteen (18) years of age or finishes college, whichever occurs later. That Counter-Respondent will save, indemnify and hold harmless the Counter-Petitioner, if and to the extent that she shall hereafter be called upon to and shall pay and defray the whole or any part of such expenses on behalf of such child, and the Counter-Petitioner covenants and agrees that she will give the Counter-Respondent advance notice in the event of the necessity of incurring charges of an extraordinary nature, except in cases of emergency. The term "extraordinary", as used in this paragraph shall include, not by way of limitation, but by way of illustration, teeth straightening, major dental work, psychiatric therapy, or counselling, operations and services rendered as a result

3915404

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11  
11/11/11  
11/11/11  
11/11/11

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

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 such serious illness), dental prophylaxis and the like.

Counter-Petitioner agrees to cooperate with Counter-Respondent as regards the filing of insurance claims.

O. College Education for the Children.

The parties further covenant and agree that the obligation for trade, vocational, or a college or university education for the children of the parties hereto, shall be Counter-Respondent's sole obligation and that Counter-Respondent shall contribute funds toward the payment of the costs and expenses incurred incident to the provisions for the children aforesaid of an education, including, but not limited by, tuition, board, books, laboratory fees, activity fees, clothing, transportation expenses, student health fees, and any and all other expenses incident to the acquisition of a trade, vocational, or college or university education. The parties' obligation shall be predicated upon the scholastic aptitude of the aforesaid child and Counter-Respondent's financial ability and available assets at the time the child

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

is enrolled in a trade or vocational school or a college or university.

That Counter-Respondent agrees to pay on behalf of ROBERT L. SALOMON and TERRY A. SALOMON, the following items while each is attending college and shall also pay same items on behalf of CHRISTOPHER J. SALOMON, if he is attending college:

- (1) Clothing;
- (2) Allowances; and
- (3) Each child's share of car insurance, but subject to the past practice of the parties regarding payment by the said child from the child's employment.

The decision affecting the education of such child, including the choice of college or other institution, shall be made jointly by the parties and shall consider the expressed preference of such child, but neither party shall unreasonably withhold his or her consent to the expressed preference of such child. In the event that the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition. The obligation of the parties under the terms of this paragraph shall be irrespective of the fact that such child concerned may prior to the commencement of such education have attained, or may during the course thereof attain, the age of majority.

-24-

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

P. Counter-Respondent's and Counter-Petitioner's Representations.

Counter-Respondent represents and warrants to Counter-Petitioner that he has made full and complete disclosure to Counter-Petitioner of all of his assets, income, debts, and financial holdings contained in his financial disclosure of April 20, 1982, delivered to Counter-Petitioner's attorney for the purpose of advising Counter-Petitioner of his financial posture. Counter-Respondent acknowledges that Counter-Petitioner has relied on his representations, warranties and disclosure in arriving at this oral Property Settlement Agreement. Counter-Respondent further acknowledges that he has advised Counter-Petitioner of his complete earnings and benefits at his place of employment as of April 20, 1982. Counter-Respondent further warrants that there has been no withholding of his income, benefits, raises, or contracts of employment that would have affected the terms and conditions of this oral Property Settlement Agreement. Counter-Petitioner reserves the right to proceed against Counter-Respondent under Section 72 of the Illinois Civil Practice Act in the event of a fraudulent misrepresentation of his earnings, assets and holdings as disclosed in the financial disclosure of April 20, 1982. Counter-Respondent has been fully and duly advised and is aware of his rights and obligations in the premises

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

and the legal effect of the provisions contained in this Agreement.

Counter-Petitioner represents and warrants to Counter-Respondent that she has made full and complete disclosure to Counter-Respondent of all of her assets, income and debts; and that Counter-Petitioner has been fully and duly advised by her counsel of her rights and obligations in the premises, and the legal effect of the provisions contained in this Agreement.

Q. Obligation to Execute.

Each of the parties hereto hereby agrees to execute and acknowledge upon request of the other, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all instruments which may be necessary or proper to carry out the purposes of this Agreement and establish of record the ownership of the property of said parties in the manner herein agreed upon 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

  
EAS

-26-

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

hereinabove designated to be transferred, assigned and conveyed in full, and present and effective relinquished and waived.

B. Waiver of Rights of Inheritance.

To the fullest extent by law permitted to do so, and except as herein otherwise expressly provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under the present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real personal or mixed, or his or her estate whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent. Each party further covenants and agrees from himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives,

3915404

-27-

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph (R) and further agrees that in the event any suit shall be commenced this release when pleaded, shall be and constitute a complete defense to any such claim so instituted by either party hereto. Each party agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees, or assigns, any and all such deeds, releases or other instruments and further assurances as may be required to reasonably effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligations on the part of the other party to comply with the provisions of this Agreement, or the right of either party under this Agreement.

S. Waiver of Other Rights.

Except as herein otherwise provided, each party hereby waives and relinquishes all rights to act as administrator-with-the-will annexed to 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 of which

-28-

  
EAS

  
RLS

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office


the other party may die seized or possessed, should either of the parties hereto die intestate. In such event, this Agreement 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, 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 may see fit without restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligations of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

T. Binding Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, assigns, administrators, legal representatives, successors, executors, devisees and grantees.

3. That the Counter-Petitioner and the Counter-Respondent are ordered to execute and carry out all of the terms and

  
EAS

  
RLS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

conditions of this Judgment and of the oral Property Settlement Agreement made February 22, 1982.

4. That it is stipulated by and between the parties that Counter-Respondent's payments of unallocated maintenance and child support shall be made directly <sup>to JTA - JL</sup> ~~to Counter-Petitioner~~ and ~~not~~ to the Clerk of the Court per Chapter 40, Paragraph 709, 712, Illinois Revised Statutes.

5. That this Court retain jurisdiction of the aforesaid matter for the purpose of enforcing all of the terms and conditions of this Judgment for Dissolution of Marriage.

ENTER:

ENTERED  
CLERK OF THE CIRCUIT COURT  
MORGAN M. FINLEY  
MAY 4 1982  
JUDGE BENJAMIN J. KANTER  
DEPUTY CLERK

APPROVED:

*Robert R. Salomon*  
COUNTER-PETITIONER

*Robert Salomon*  
COUNTER-RESPONDENT

*[Signature]*  
ATTORNEY FOR COUNTER-PETITIONER

*[Signature]*  
ATTORNEY FOR COUNTER-RESPONDENT

*[Signature]*  
EAS

*[Signature]*  
RLS

3915404

CLERK OF THE CIRCUIT COURT OF COOK COUNTY  
THIS OFFICE IS THE CLERK OF THE COURT  
COURT AND WHERE PETITIONS ARE FILED  
AND THE CLERK OF THE COURT

UNOFFICIAL COPY

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 9-24-90

*Amelia S. ...*

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

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

Lot 82 in Thornwood Estates, being a Subdivision  
of Part of the East 1/2 of the Northeast 1/4 of  
Section 27, Township 36 North, Range 14, East of  
the Third Principal Meridian in Cook County,  
Illinois.

P.I.# ~~20~~-27-211-001

513 E. 173rd St.  
South Holland, Ill

EXHIBIT "A"

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

Counter-Respondent shall receive the following items from the marital home at 513 E. 173rd Street, South Holland, Illinois:

- a. His personal belongings;
- b. His business and tax records;
- c. Three (3) pictures;
- d. Two (2) biblical lithographs; and
- e. One (1) Sun-man sculpture.

Property of Cook County Clerk's Office

EXHIBIT "B"

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

0 3 9 1 5 4 0 4

That Counter-Respondent will be responsible for the following debts:

- a. All balances due on the parties' American Express card incurred prior to January 31, 1982;
- b. All balances due on the parties' Saks Fifth Avenue charge incurred prior to February 28, 1982;
- c. All payments, charges, expenses due on the first and second mortgage on the marital home through April 30, 1982; and
- d. All utility, telephone, newspaper, scavenger expenses, charges or the like, incurred through April 30, 1982.

e. Disposal bill for 68.57  
 Washer repair bill for 85.17  
 Wind damage for 115.00  
 Arco bill for app 65.00  
 AmerEx bill for Sakowitz for 178.00  
 Payment of 150 per week for a total of 300 or 450 (to be determined)  
 as voluntary support prior to 4/30/82

1982

Bad

EXHIBIT "C"

3915404

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 3 9 1 5 4 0 4

That Counter-Respondent shall have the following visitation with the minor child:

(a) On alternating weekends from Friday night at 6:00 p.m. to Sunday night at 6:00 p.m.;

(b) On the other weekend on Saturday or Sunday from 10:00 a.m. to 6:00 p.m.;

(c) One day during the week, from 4:00 p.m. to 7:00 p.m.;

(d) Alternating legal and religious holidays with Counter-Respondent having one (1) week during the Christmas vacation period and Counter-Petitioner having the other week. That Counter-Respondent shall also have one (1) week during the Easter vacation period but that said visitation shall be on an alternating basis so that Counter-Petitioner has the child one week during the Easter vacation and Counter-Respondent has the child one week during the Easter vacation for the following year; and

(e) Two (2) weeks during the summer vacation period to coincide with Counter-Respondent's vacation.

That both parties agree to refrain and desist from maligning, demeaning or degrading the other in the eyes of the minor child. That both parties agree to encourage the child's visitation with Counter-Respondent and to encourage and maintain the child's respect for both parents.

\* Both that Counter-Petitioner shall have at least one (1) weekend per month where she will have the entire weekend without any visitation privileges for Counter-Respondent and that Counter-Petitioner will cooperate with Counter-Respondent on exchanging weekends because of Counter-Respondent's work schedule. That in no event shall the Counter-Respondent be any less of visitation because of any work schedule in any calendar year.

*(Handwritten initials)*

3915404

# UNOFFICIAL COPY

*1120915*  
*2880*

3915404

1990 SEP 28 PM 12:55  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

3915404  
3915404

IDENTIFIED  
No.  
Registrar of Terrors Titles  
CAROL MOSELEY BRAUN  
FAT/C/PERSONS

First American Title Insurance  
Company of the Mid-West  
100 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750-6780

Property of Cook County Clerk's Office

DATE 9-24-90  
*Aurelia Punch*  
CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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