

# UNOFFICIAL COPY

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Certificate No. 1194677 Document No. 2738630-F

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1194677 indicated affecting the  
following described premises, to-wit:

Lot Three (3) in Block Four (4) in Morton M. Deutch's First  
Addition, a Subdivision of part of the Northeast Fractional Quarter  
(1/4) of Section 11, Township 41 North, Range 12, East of the Third  
Principal Meridian, according to Plat thereof registered in the  
Office of the Registrar of Titles of Cook County, Illinois, on March  
26, 1958 as Document Number 1787988.

09-11-208-003  
503 SHARBY LANE, Glenview, IL 60025

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

ATTORNEYS' TITLE  
GUARANTY FUND, INC.  
233 N. LA SALLE ST. 12TH FL.  
CHICAGO, ILL. 60609

CHICAGO, ILLINOIS 9/27 19 90.

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

ENTERED

MAR 17 1989

IN RE: THE MARRIAGE OF

ROYAL L. COX,

and

BARBARA COX,

No. 89 D 1910 CALVIN H. HALL-284

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition for Dissolution of marriage of the Petitioner, ROYAL L. COX, by and through his attorneys, Sandra Edwards of the law firm of Palmer, Blackman & Richardt, P.C., and Respondent, BARBARA COX, although fully advised of the consequences of her action, has chosen not to retain counsel in this matter; the parties having stipulated that this matter be heard as an uncontested dissolution of marriage; the court having heard the testimony of the witnesses, duly sworn and examined in open court; and the court having jurisdiction of the subject matter and of the parties; and the court considering all the evidence, and now being fully advised in the premises,

FINDS:

1. That the court has jurisdiction of the parties hereto and the subject matter hereof.

2. That at the commencement of the within action, Petitioner ROYAL L. COX, was domiciled in the State of Illinois, and has maintained said domicile for at least ninety (90) days preceding the entry of the within Judgment for Dissolution of Marriage.

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*Handwritten signature/initials*

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3. That the grounds alleged in the Petition for Dissolution, namely, extreme and repeated mental cruelty, are proved as provided by law.

4. That the Petitioner and Respondent were lawfully joined in marriage on October 3, 1964, at Chicago, Illinois, and said marriage is registered in Cook County, Illinois.

5. That as a result of said marriage, two children were born to the parties hereto, namely; SUSAN COX GAGLAINO, age 22, and JEFFREY A. COX, age 19. No children were adopted by the said parties and the Respondent is not now pregnant.

6. That the parties have entered into a Marital Settlement Agreement to dispose of and settle between themselves all questions of maintenance, property rights, attorney's fees and other matters in dispute between them. That the original of said Marital Settlement Agreement is attached hereto, and incorporated into this Judgment for Dissolution of Marriage and is set forth in words and figures as follows:

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## MARITAL SETTLEMENT AGREEMENT

This Agreement made and entered into this 16 day of February, 1989, between ROYAL L. COX, of Cook County, Illinois (hereinafter referred to as the "Husband") and BARBARA COX, of Cook County, Illinois (hereinafter referred to as the "Wife").

### WITNESSETH:

WHEREAS, the parties hereto were lawfully married on October 3, 1964 at Chicago, Illinois; and

WHEREAS, irreconcilable difficulties and differences have arisen between the parties, and the parties hereto are now and have been estranged from each other and

WHEREAS, two children were born to the parties hereto as a result of the marriage, namely, SUSAN COX GAGLAINO, age 22, and JEFFREY A. COX, age 19; and

WHEREAS, the Husband has filed an action for dissolution from the Wife in the Circuit Court of Cook County, Illinois, which is known as Case No. 89 D 1910 and entitled IN RE: THE MARRIAGE OF ROYAL L. COX v. BARBARA COX. Said cause is pending and undetermined in said Court; and

WHEREAS, without any collusion as to any dissolution proceedings between the parties (but without prejudice to any right of action for dissolution which either may have), the parties hereto consider it to their best interests to settle between themselves the questions of maintenance and support of the Wife, and to forever, finally and fully settle and adjust the respective rights of property of the parties and any and

all other rights of property or otherwise growing out of the marital or any other relationship now or previously existing between them and which either of them now has or may have hereafter or claim to have against the other, or in and to any property of the other, of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of the parties, or in and to the estate of the other; and

WHEREAS, the Husband has employed and had the benefit of the counsel of Sandra Edwards of the law firm of PALMER, BLACKMAN & RIEBANDT, P.C. as his attorney, and Wife, although fully advised of the consequences of his action, has chosen not to retain counsel in this matter.

This Agreement is not one to obtain or stimulate a dissolution. The Wife reserves the right to prosecute any action for dissolution which she may hereafter bring and defend any action which may be commenced by the Husband. The Husband reserves the right to prosecute any action for dissolution which he may hereafter bring and defend any action which may be commenced by the Wife.

WHEREAS, Husband states that he has completely revealed to Wife, any and all assets, both tangible and intangible, held in his name or by another for him, to Wife. Wife states that she has completely revealed to Husband, any and all assets, both tangible and intangible, held in her name or by another for her, to Husband; and

WHEREAS, the parties have agreed that in the event a



Judgment for Dissolution of Marriage is entered, this Agreement shall be presented to the Court as the complete Marital Settlement Agreement by and between the parties hereto including the incorporated Joint Parenting Order, and this Agreement shall, by incorporation and reference, become a part of the Judgment for Dissolution of Marriage. In the event a Judgment for Dissolution of Marriage is not granted to either party, this Agreement shall be null and void; and

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

FURNISHINGS AND PERSONALTY

The parties have divided the furnishings and personalty to their satisfaction and each party agrees that he or she shall retain the personalty in his or her possession at this time.

The parties also have IRAs, insurance policies, and other assets set forth in Exhibit "A" attached hereto, with evaluations as set forth. The parties agree that Husband shall pay to Wife the sum of \$14,531.00 in full and complete satisfaction of any interest she may have in the insurance policies listed on said exhibit as Husband's. The parties agree that Wife shall keep the Allstate Insurance policy currently in her name. The parties agree that each shall keep as his or her own property the IRAs currently in that party's name.

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VEHICLES

Wife shall retain as her sole and exclusive property, free and clear of any liens, the 1986 Oldsmobile Firenza.

DEBTS AND OTHER OBLIGATIONS

The parties agree that there are no marital debts and that each party shall be solely responsible for any debts or obligations incurred by that party subsequent to the date of separation of the parties.

BANK ACCOUNTS

The parties agree that the joint marital bank account will be closed, and that each party shall keep as his or her own, any subsequent accounts opened in that party's name.

PENSION PLANS

The parties have each disclosed to the other the pension plans each has, and they have determined that they have approximately equal value. Therefore, each party shall retain as his or her own the pension plan in his or her name. See Exhibit "B" attached hereto.

MARITAL RESIDENCE

The parties agree that Husband shall retain exclusive possession of the marital residence at 503 Sheryl Lane, Glenview, Illinois, until February 7, 1990, Petitioner's 55th birthday. The house shall be placed for sale no later than February 1, 1990, and the parties shall agree upon the realtor with whom said real estate shall be listed. Furthermore, the parties shall agree upon the sale price, and shall agree upon accepting or rejecting any offer for purchase thereof. Upon

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sale of the premises, after all costs of sale have been paid, the proceeds shall be divided equally between the parties.

In the event the parties cannot agree on any of these matters, they authorize a court of competent jurisdiction to make such decision and to allocate the cost appropriately.

Husband agrees to be responsible for all normal and routine repairs and maintenance to the residence for the period of time during which he has exclusive possession, prior to the sale.

At the time of closing, Husband shall be credited for any mortgage reduction, taxes, and any other such contribution he has made toward the house during the period in which he has had sole and exclusive possession.

## GENERAL PROVISIONS

1. Execution of Documents: That each of the parties agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in the agreement shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.

2. Mutual Release and Rights: Except as herein provided, each of the parties does forever waive, release, and quit claim to the other party all rights of homestead, maintenance and all other property rights and claims which he or she now have or may hereafter have, as Husband, Wife, widower, widow or otherwise by reason of the marital relations

now existing between the parties under any present or future law of any state of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such party. Each of the parties further covenants and agrees for himself and herself and his or her heirs, executors, administrators, or assigns for the purpose of enforcing any or either of the rights specified in or relinquished under this paragraph.

3. Waive or Estate Claim: Except as otherwise provided, each of the parties waives and relinquishes all right to act as administrator or 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 of which the other party may die seized or possessed.

4. Agreement to be Submitted to the Court: This Agreement shall be submitted to the Court for its approval and if approved shall be made part of this Judgment for Dissolution of Marriage and shall be in effect and binding only if a Judgment for Dissolution of Marriage is entered in the said pending suit.

5. This Agreement shall be construed in accordance with the laws of the State of Illinois. If a Court of competent jurisdiction at any time after entry of the Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be effected and shall

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continue in full force and effect.

6. In the event that Husband or Wife willfully or unreasonably fails to duly perform his or her financial or other undertakings hereunder, and as a result a party incurs any expenses, including legal fees, to enforce the terms of this Agreement, the party who so unreasonably or willfully acts shall indemnify the other against and hold the other harmless in connection with any such expenses, including attorney's fees and costs, even though a party, at the time, may have the ability to pay his or her own such expenses.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals to this Agreement consisting of seven (7) typewritten pages, this page included, on the day and year first above written.

  
\_\_\_\_\_  
ROY L. COX

x   
\_\_\_\_\_  
BARBARA COX

Sandra Edwards  
PALMER, BLACKMAN & RIEBANDT, P.C.  
#21413  
950 Northwest Highway  
PO Box 957  
Park Ridge, IL 60068  
312/698-1030

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Petitioner, ROYAL L. COX's Petition for Dissolution of Marriage be accepted and the marriage of the parties heretofore existing be and the same is dissolved, and both parties hereto are awarded this Judgment for Dissolution of Marriage.

2. That the Marital Settlement Agreement, heretofore attached, dated the 16 day of February, 1989, at Chicago, Illinois, heretofore received as evidence as Petitioner's Exhibit "A", terms and provisions of which are hereby expressly affirmed, is hereby merged, incorporated into, and made a part of this Judgment for Dissolution of Marriage.

3. That the Petitioner and Respondent are hereby ORDERED AND DECREED to execute and carry out all of the provisions and stipulations of this Agreement.

4. That the Court reserve jurisdiction of the subject matter of this case, and the parties hereto for the purposes of enforcing the Judgment for Dissolution of Marriage, and the Agreement herein.

ENTER:

*[Signature]*

JUDGE

Approved:

*[Signature]*  
Sandra Edwards  
Attorney for Petitioner

*[Signature]*  
ROYAL L. COX  
Petitioner

*[Signature]*  
BARBARA COX, pro-se  
Respondent

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

PALMER, BLACKMAN & RIEBANDT, P.C. #21413  
Northwest Highway, PO Box 957  
Park Ridge, IL 60068 312-698-1030

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-26-90

*[Signature]*  
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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ASSETS TO BE SPLIT

				TOTAL	Roy	Bob
CASH IN BANK				4314	4314	
<u>IRA'S</u>						
Roy				19651	19651	
Bob				13590	<del>13590</del>	13590
Auto - 86 Olds FIRENZA				5000		5000
<u>INSURANCE POLICIES</u>						
YA - \$10,000 - Roy				5600	5600	
Bank - \$50,000 - Roy				11864	11864	
ALLSTATE - \$20,000 - Roy				7023	7023	
V - \$5,000 - Bob				1250		1250
WISCONSIN R.F.				1150		1150
STEVEN TODD LEASING INVESTMENT				1600	1600	
<b>TOTAL</b>				<b>71042</b>	<b>50052</b>	<b>20990</b>
<b>PAYMENT TO BALANCE</b>					< 14531 >	14531
					35521	35521
<b>INFO ON HOME</b>						
<b>LOAN BALANCE</b>				49401		
<b>ESROW BALANCE - for R.F. TAXES</b>				1628		
<b>R.F. SHORTAGE @ Above DATE</b>						
<b>ESROW 5/8 1988 TAXES -</b>				2380		
<b>ESTIMATED AT 1987 ACTUAL</b>				1628		
<b>SHORTAGE</b>				<b>752</b>		

Exhibit A

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REGISTERED No.	1990 ATTG
COUNTY OF COOK, ILLINOIS CLERK OF THE CIRCUIT COURT 29 S. LA SALLE ST. CHICAGO, ILL. 60604	

ATTORNEYS TITLE  
 GUARANTY FUND, INC.  
 29 S. LA SALLE 5TH FLOOR  
 CHICAGO, IL 60604

1990 SEP 27 PM 3:21  
 CLERK OF THE CIRCUIT COURT  
 REGISTERED

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-26-90

*Carolea P...*

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.

2/19/91  
 1194672

07-11-1990