

1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.

FIND:

This cause coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified petition for dissolution of marriage of the petitioner, and the response of the respondent thereto, the petitioner being present in open Court and being represented by his counsel, BERNARD B. RINELLA of the law firm of RINELLA and RINELLA, LTD., and the respondent being present in open Court and being represented by her counsel, SIDNEY J. GOLDSTRIN; the Court having heard the evidence adduced by the petitioner in support of his said petition, and having heard argument of counsel and being fully advised in the premises, DO IT

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF
IHOR WYSLOTSKY,
Petitioner,
- and -
MARY WYSLOTSKY,
Respondent.

NO. 81 D 4072

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

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

[Handwritten signature]

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[Faint, illegible text from the reverse side of the document, appearing as bleed-through.]

2. That both the petitioner and the respondent were domiciled in the State of Illinois, at the commencement of this action and have been so domiciled for a period in excess of 90 days prior to the making of these findings.

3. That the parties hereto were lawfully joined in marriage on, to-wit: the 16th day of July, 1977, at Chicago, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

4. That two children were born to the parties hereto as issue of their said marriage, namely: KATRINA and BOHDAN, both of whom have attained their majority; and that no children were adopted by the parties and the respondent is not now pregnant.

5. Without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty toward the petitioner.

6. That the petitioner has proved the material allegations of his petition by substantial, competent and relevant evidence; and that a judgment of dissolution of marriage should be entered herein.

7. That the parties hereto have entered into a Separation Agreement dated July 1, 1981, at Chicago, Illinois, concerning the questions of maintenance for the respondent, respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented.

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to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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or as to any dissolution of marriage proceedings between the
E. That without any collusion as to the pending case

and undisposed of.

and MARY WYSLOTSKY, respondent." Said cause is still pending
entitled "In Re The Marriage of IHOR WYSLOTSKY, petitioner,
of Cook County, Illinois, known as Case No. 21 D 4072,

solution of Marriage against the wife in the Circuit Court
D. That the husband has filed a petition for Dis-

of which they have ceased cohabiting as husband and wife.

and difficulties have arisen between the parties as a result
C. That unfortunate and irreconcilable differences

now pregnant.

children were adopted by the parties, and the wife is not

both of whom have attained their majority; and that no

as issue of their said marriage, namely: KATRIA and BOHDAN,
B. That two children were born to the parties hereto

1977, at Chicago, Illinois.

A. That the parties hereto were married on July 16,

WHEREAS,

WITNESSETH:

residents of the County of Cook and State of Illinois.

hereinafter referred to as "husband," both parties being

hereinafter referred to as "wife," and IHOR WYSLOTSKY,

July 1981, by and between MARY WYSLOTSKY,

THIS AGREEMENT, made and entered into this 1st day of

SEPARATION AGREEMENT

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parties hereto, but without prejudice to any right of action for dissolution which either of the said parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance for the parties, the respective rights of property growing out of the marital relationship or any other relationship, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them and the question of attorneys' fees and court costs.

F. That the wife has employed and has had the benefit of counsel of SIDNEY J. GOLDSTEIN as her attorney. That the husband has employed and has had the benefit of counsel of BERNARD B. KINELLA of the law firm of KINELLA and KINELLA, LTD. as his attorney. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other, both directly and through furnishing of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

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\$80,000.00 to the wife as set forth above, the wife shall have that if the husband shall die before the payment of the the husband.

in the income of the wife nor deductible from the income of to support and maintain the wife, and shall not be includible marriage and in discharge of the legal duty of the husband incident to the entry of a judgment for dissolution of The sums aforesaid shall be deemed to be payable \$40,000.00 commencing on June 15, 1981 to date of payment. per annum interest on the unpaid balance of the aforesaid The husband covenants and agrees that he will pay 12%

- (2) \$40,000.00 on or before June 15, 1982.
- (1) \$40,000.00 on or before June 15, 1981;

\$80,000.00 payable as follows:

and instead of permanent maintenance for the wife, the sum of the wife as and for a lump sum settlement, and in the lieu The husband covenants and agrees that he will pay to

2. NON-MODIFIABLE LUMP SUM SETTLEMENT

the husband has brought or may bring. may deem necessary or proper and to defend any action which the right to prosecute any action for dissolution which she any action which the wife may commence. The wife reserves prosecute his pending action for dissolution and to defend dissolution of marriage. The husband reserves the right to This agreement is not one to obtain or stimulate a

1. RESERVATION OF LITIGATION RIGHTS

seives as follows:

heroby freely and voluntarily agree by and between them. fictioncy of which is hereby acknowledged, the parties do tions by each to the other delivered, the receipt and suf-

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THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

(a) The parties covenant and agree that they are presently the joint owners of the improved real estate commonly known and described as 18630 Golfview, Hazelcrest, Illinois, the legal description of which is as enumerated in a document designated "Exhibit A," as hereto attached and made part of this agreement. The husband covenants and agrees that he will convey all right, title or interest that he may have in and to the aforesaid improved real estate to the wife, free and clear of any and all liens excepting the first mortgage lien and real estate taxes for the year 1980 and subsequent years. The husband further represents and warrants that installment payments of principal, interest, taxes and insurance on the mortgage aforesaid are current to date. The husband further covenants and agrees that he will pay the mortgage payment until June 15, 1981 or until the husband pays the wife pursuant to paragraph 2(a) aforesaid whichever happens first. The wife covenants and agrees that thereafter she will pay and defray the whole or any part of any remainder of the said mortgage indebtedness of principal, interest, taxes and insurance, and shall save, indemnify,

3. SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

forever. The husband further covenants and agrees that he will pay all household expenses and the mortgage payments on the former marital home until the payment by him of paragraph 2(a) aforesaid at which time all such obligations shall terminate forever.

* valid and provable claim against the estate of the husband for any unpaid balance.

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and hold harmless the husband if and to the extent that he may hereafter be called upon to, and shall pay said indebtedness.

The husband further covenants and agrees that he will, by instruments legally sufficient and proper to effectuate that end, assign, transfer and set over unto the wife, all and singular, his right, title and interest in and to any policies of insurance presently outstanding upon the premises aforesaid, including, but not limited by, policies of insurance for fire, extended coverage, public liability, and personal property floater, if any.

(b) The husband further covenants and agrees that he will and does hereby assign, transfer and set over unto the wife all and singular his right, title and interest in and to the articles of household furniture, furnishings and fixtures presently situated in and upon the premises aforesaid, to be and remain her sole and separate property, saving and excepting from such assignment, transfer and setting over, however, those items enumerated in a document designated "Exhibit B," hereto attached and made part of this agreement, which same shall be and remain the sole and separate property of the husband.

(c) The parties covenant and agree that the husband will quit claim all his right, title or interest in and to a certain unimproved tract of thirteen (13) acres located in Adams County, Wisconsin, the legal description of which is as enumerated in a document designated Exhibit "C" hereto attached and made part of this agreement, to the wife to be her sole and separate property.

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their respective names.
and clear of any claim of the other to any bank account in
each shall retain as their sole and separate property, free
(e) The parties further covenant and agree that they

fifty percent (50%).
fifty percent (50%) and the husband shall receive
divided between the parties, the wife shall receive
(1) The balance of the net proceeds shall be
of real property:

and ordinarily incurred in connection with the sale
and expenses of a nature and in an amount usually
gage existing thereon, and any and all other costs
state revenue stamps, costs of discharging the mort-
costs of policy of title guaranty insurance, cost of
missions, attorneys' fees for closing, title expenses,
(1) To the cost of real estate brokerage com-

be divided as follows:
upon the sale of the aforesaid property the proceeds shall
desires to retain same. The parties covenant and agree that
if any, on the aforesaid property until such time as he
and defray the mortgage, real estate taxes and assessments
of the aforesaid real estate and further that he will pay
the husband shall have the sole use, possession and control
described on the document designated as Exhibit "D," and that
owners of certain improved real estate commonly known and
(d) The parties acknowledge that they are the joint

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(h) The husband further covenants and agrees that he will and does hereby assign, transfer and set over to the wife as her sole and separate property, all and singular, his right, title and interest in and to a certain 1981 Datsun automobile and a certain 1980 Plymouth Horizon automobile, free and clear of any and all liens or encumbrances, and that he will execute and deliver to her the certificates of title to said automobiles, properly endorsed to convey said legal titles to her.

(g) The husband further covenants and agrees that he will pay the outstanding indebtedness and obligations as set forth in "Exhibit B," attached hereto and made a part hereof and hold the wife harmless from any liability in connection therewith. The wife covenants and agrees that she will pay all other outstanding indebtedness and obligations incurred by her and will hold the husband harmless from any liability in connection therewith. The husband further covenants and agrees that he

- (1) TEC Consulting, Inc.;
 - (2) TEC Development Co.;
 - (3) TEC Equipment (Israel), Ltd.;
 - (4) TEC Manufacturing, Inc.;
 - (5) TEC Packaging (Israel), Ltd.;
 - (6) TEC Sales;
 - (7) Pacop Co.;
 - (8) A 1973 39 foot Allied Sail boat.
- (f) The husband shall retain as his sole and separate property the following:

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IN SENATE,
January 28, 1904.
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED
BY THE SENATE, JANUARY 12, 1904,
RELATIVE TO THE LANDS BELONGING
TO THE STATE OF ILLINOIS.
CHICAGO: THE COMMISSIONERS OF THE LAND OFFICE,
188 N. WABASH AVENUE.
1904.

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or her respective control upon the date of this agreement, property in his or her respective possession or under his and interest, respectively, in and to each and all of the party shall have and retain sole and exclusive right, title each of the parties hereto covenants and agrees that each (k) Except as otherwise provided in this agreement,

parties. liabilities hereafter contracted by either party with third and indemnified of and from any claims, debts, charges or heirs, personal representatives and assigns, free, harmless other party at all times to keep the other party, his or her estate shall become liable. Each party agrees with the representatives and assigns, or his or her property or third parties for which the other or his or her legal heirs, hereafter contract any debt or liability whatsoever with with the other party that he or she will not at any time who incurred each such debt or liability. Each party agrees ordinary course of living, which shall be paid by the party the other party would be liable, except for those in the curred any debts or liabilities with third parties for which (j) Each party warrants that he or she has not in-

to convey said legal title to him. the certificate of title to said automobile, properly endorsed automobile, and that she will execute and deliver to him title and interest in and to a certain 1980 Plymouth Champ the sole and separate property, all and singular, her right, does hereby assign, transfer and set over to the husband as (i) The wife covenants and agrees that she will and

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The wife further covenants and agrees that she will join in the execution and filing of 1980 federal and state income tax returns, and will further join in the execution and filing of any amended federal or state income tax returns for 1979 or prior years, and that in the event any taxes are

such indebtedness or obligation. to, and shall, pay and defray the whole or any part of any it and to the extent that she may hereafter be called upon and that he will save, indemnify and hold harmless the wife penalties, if any, thereupon levied, assessed and extended, of January, 1980, including interest, deficiencies, and returns for any taxable year ending prior to the first day of any joint United States federal or state income tax arising out of or referable to the filing by them heretofore pay and defray in its entirety the liability for any tax The husband further covenants and agrees that he will

5. TAX INDEMNITY

of and from any further responsibility therefor. both parties hereby reciprocally saving each other harmless action or the negotiation and drafting of this agreement, respective attorneys arising out of the said pending marital and pay any and all remaining fees and costs due their The parties hereby agree that each of them will bear

4. ATTORNEYS' FEES AND COSTS

bonds, stocks, securities and real estate. of trusts, bank balances, pension and profit sharing plans, all choses in action, interests as trustees and beneficiaries, including in said property, but not limited by, all businesses,

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(a) The wife covenants and agrees that, except as

7. GENERAL PROVISIONS

hereinafter designated to be relinquished and waived. present, and effective relinquishment and waiver of all rights designated to be transferred, assigned, and conveyed and a full, transfer, assignment, and conveyance of all rights hereinafter presently declared to, constitute a full and effective present any such documents, then this agreement shall, and it is ex- party hereto for any reason shall fail or refuse to execute parties in the manner herein agreed and provided. If either and separate ownership of the several properties of said purposes of this agreement and establish of record the sole documents which may be necessary or proper to carry out the time, to execute and acknowledge any and all instruments and inabove provided, and hereafter, at any time and from time to titles and estates in the respective parties hereto, as here- and sufficient instruments necessary or proper to vest the acknowledge, upon the effective date of this agreement, good Each of the parties hereto hereby agrees to execute and

6. EXECUTION CLAUSE

property of the husband. such refund or refund checks shall be the sole and separate the endorsement of said checks and that the proceeds from income tax returns for prior years, the wife will join in as a result of the filing of any amended federal or state the filing of 1980 federal and state income tax returns, or the event that there are income tax refunds as a result of due and owing the husband will pay and defray same, and in

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herein provided in this agreement, she will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which she now has, or might hereafter assert, in and to the property of the husband, real, personal, or mixed, of whatsoever nature and whatsoever situation, by reason of the marital relationship existing between them or for any other cause, including, but not limited by, alimony, support and maintenance (whether past, present or future), and succession.

(b) The husband covenants and agrees that he will, and does hereby, waive, remise, and relinquish any and all claim of right, title, and interest which he now has, or might hereafter assert, in and to the property of the wife, real, personal, or mixed, of whatsoever nature and whatsoever situation, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, alimony, support, and maintenance (whether past, present or future), inheritance, and succession.

(c) Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights 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, and should either of the parties hereto die intestate, this agreement shall operate as a relinquishment of all right of the surviving party heretofore to apply for letters of administration in any form, and the

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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; and each of the parties hereto respectively reserves 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 any restriction or limitation whatsoever other than as herein provided, provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or of the rights of either party under this agreement.

(d) To the fullest extent by law permitted to do so, and except as herein otherwise 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 inheritance, descent, distribution, community interest, and all other rights, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship heretofore existing between the parties hereto, under any 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, and whether in possession or in further covenants and agrees for himself or herself, his or

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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, grantees, devisees, or assigns for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph, and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge, and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to 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 obligation on the part of the other to comply with the provisions of this agreement, or the rights of either party under this agreement.

(e) This instrument contains whole and entire the agreement made by and between the parties hereto, has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair and equitable with respect to each of them.

(f) This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto, and whom neces-

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(SEAL) *[Signature]*
(SEAL) *[Signature]*

... against the estate of the person indebted.
(8) This agreement shall become effective and binding upon the parties only upon the entry of a judgment for dissolution of marriage between the parties hereto. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

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Books, records, tapes, sound and TV systems,
photography equipment, art and archeology objects
and all the property located at 18630 Colville
Drive, Narecrest, Illinois.

HOUSEHOLD ITEMS TO BE RETAINED BY HUSBAND

EXHIBIT "B"

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All that part of the SE 1/4 of the SE 1/4 of Section 33
Town 17 North, Range 5 East described as follows: Com-
mencing at the NW corner of the NE 1/4 of the SE 1/4
of said Section 33; thence South 89 degrees 54' East
750 ft. to a point; thence South 00 degrees 13' East
1906 ft. to point of beginning; thence South 00 de-
grees 13' East to a point on the South line of said
Section 33; thence due East on said line to the SE
corner of said Section 33; thence North 00 degrees
17' West 947.50 ft. to a point; thence North 89
degrees 54' West 585.61 ft. to point of beginning.

Subject to the following restrictions:

1. No structure or residential unit shall be erected
or maintained on said lands within 50 ft. of any
roadway or within 10 ft. of any other boundary
line thereof.

2. No part thereof shall be used as a dumping or
storage place for rubbish or junk, including old
autos.

3. No unwholly structure shall be erected or main-
tained for either residential or other purposes; no
car paper or composition roofing shall be used on
any side wall.

LEGAL DESCRIPTION OF THIRTEEN (13)
ACRES LOCATED IN ADAMS COUNTY,
WISCONSIN

EXHIBIT "C"

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EXHIBIT 1.1.1

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Loc 64 in CHATEAUX CAMPAGNE Subdivision, Unit
No. S-1, being part of the North One-half of the
South East One Quarter of Section 35, Township
36 North, Range 13, East of the Third Principal
Meridian, all in Cook County, Illinois according
to Plat thereof recorded June 25, 1970 as Docu-
ment No. 21193990 and filed as Document No.
2509147.

LEGAL DESCRIPTION OF PREMISES
COMMONLY KNOWN AS
3317 Montmartre
Hazelcrest, IL

EXHIBIT "D"

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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, ILL. 60602
TEL. 312-603-4000 FAX 312-603-4001
WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, ILL. 60602
TEL. 312-603-4000 FAX 312-603-4001
WWW.COOKCOUNTYCLERK.COM

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Self-Reliance Federal Credit Union
Approximately \$33,000.00
G.E. Credit Corp.
Approximately \$12,000.00

DEBTS AND OBLIGATIONS TO BE PAID BY THE HUSBAND

EXHIBIT 'E'

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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, ILL. 60602
TEL: 312-603-1000 FAX: 312-603-1001
WWW.COOKCOUNTYCLERK.COM

THIS ORDER IS SUBJECT TO THE
APPROVAL OF THE CIRCUIT COURT OF COOK COUNTY

APPROVED:
Edward B. Kravitz
Attorney for Petitioner
George J. ...
Attorney for Respondent

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FIELD
JUL 31 1981
JUDGE BRIMMIN J. MAYER
COURT CLERK

ENTER:

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IT IS ACCORDINGLY ORDERED, ADJUDGED and DECREED:
A. The parties are awarded a judgment for dissolution of marriage and the bonds of marriage heretofore existing between the petitioner, IHOR WYSLOTSKY, and the respondent, MARY WYSLOTSKY, be, and the same are hereby dissolved.
B. The Separation Agreement between the petitioner and the respondent, dated July 1, 1981, and hereinabove set forth in full, is made a part of this judgment of dissolution of marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of this agreement.
C. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this judgment of Dissolution of Marriage, including all the terms of the Separation Agreement made in writing between the parties hereto dated July 1, 1981, as hereinabove set forth.

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COURT AND VIOLATION THEREOF IS SUBJECT TO THE

THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

Michael J. ...

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 10-26-98

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MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County

[Handwritten Signature]
Clerk

August 13th 19 81

the seat of said Court, at Chicago, Illinois

In Witness Whereof, I have hereunto set my hand and affixed

and respondent

MARY WYALOWSKY

petitioner

THOR WYALOWSKY

I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain judgment made and entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof, in re the Marriage of

STATE OF ILLINOIS,
County of Cook,

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REGISTRAR OF TITLES
CAROL MOSELEY BRAUN

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IDENTIFIED
No.
REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
C.I.T. WELSH

GRAND ILLINOIS
TITLE COMPANY

BOX 116
874708