

Attorney No. 21983

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

IN RE: THE MARRIAGE OF)

LINDA S. WICKS,)
Plaintiff)

and)

LARRY A. WICKS,)
Defendant)

Case No. 89 D 10647

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the Petition for Dissolution of Marriage, filed herein by the Plaintiff, LINDA S. WICKS, and the Answer thereto of the Defendant, LARRY A. WICKS; and now upon the Stipulation of the parties that this cause be heard as an uncontested matter as in cases of default; and the Plaintiff, LINDA S. WICKS, appearing in her proper person in open Court, and being represented by MITCHELL F. ASHER, her attorney; and the Defendant, LARRY A. WICKS, being represented by EDWARD X. CLINTON of the law firm of Keck, Mahin & Cate, his attorney; and the Court having heard the testimony of the Plaintiff in open Court taken in support of Plaintiff's Petition (the Certificate of which evidence is filed herein), and having examined the evidence DOTH FIND:

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

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2. That both the Plaintiff and the Defendant were domiciled in and residents of the County of Cook and State of Illinois at the commencement of this action and have been so domiciled and maintained their said residence for a period in excess of ninety (90) days preceding the findings of fact in this cause.

3. That the parties were lawfully joined in marriage to each other on May 24, 1963, at Inglewood, Los Angeles County, California, where said marriage was duly registered.

4. That three (3) children were born as the issue of said marriage, namely: SHANNON WICKS, now 23 years of age having been born on April 4, 1967; KELLY WICKS, now 21 years of age having been born on February 14, 1969; and SHAWN WICKS, now 17 years of age having been born February 11, 1973; that no children were adopted by the parties, nor is the Plaintiff now pregnant. That both parties are fit and proper persons to have the care, custody, control and education of the minor child, and that the parties hereto deem it in the best interest of the minor child that the parties be awarded joint custody with the physical custody of the said minor child to be with the Defendant.

5. That the parties hereto have entered into a Joint Parenting Agreement, which is filed herein.

6. That the Defendant has offered no evidence in opposition to the testimony of the Plaintiff.

7. That unfortunate and irreconcilable differences have arisen between the parties which have resulted in the irretrievable breakdown of their marriage, and as a result of

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this Fifteenth day of October, 1990, by and between LINDA S. WICKS, a resident of the Village of Arlington Heights, County of Cook and State of Illinois, hereinafter referred to as the "Wife", and LARRY A. WICKS, a resident of the Village of Arlington, County of Cook and State of Illinois, hereinafter referred to as the "Husband":

W I T N E S S E T H:

WHEREAS:

(a) The parties hereto were lawfully joined in marriage on 24th day of May, 1963, which marriage took place in the City of Inglewood, County of Los Angeles, and State of California, where said marriage was duly registered.

(b) Three (3) children were born to the parties as a result of their marriage, namely: SHANNON WICKS, now 23 years of age having been born on April 4, 1967; KELLY WICKS, now 20 years of age having been born on February 14, 1969; and SHAWN WICKS, now 17 years of age having been born February 11, 1973, minor child of the parties. No other children were born to or adopted by the parties and the Wife is not now pregnant. The parties hereto agree that both parties are fit and proper persons to have

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the care and custody of the said minor child, but that it is in the best interest of the minor child that the physical custody of said minor be with the Husband.

(c) Unfortunate and irreconcilable differences have arisen between the parties hereto which have resulted in irretrievable breakdown of the marriage, as a result of which it is fruitless to make any further attempts towards reconciliation and that the same is not in the best interest of the parties hereto nor in the best interest of the minor child of the parties.

(d) The Wife has filed a Petition for Dissolution of Marriage against the Husband in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, known as Case Number 89 D 10647, entitled IN RE: THE MARRIAGE OF LINDA S. WICKS, Plaintiff, and LARRY A. WICKS, Defendant; that said cause remains pending and undetermined.

(e) That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution of marriage which either of the parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of custody and support for the minor child of the parties, the questions of maintenance for the Husband and the Wife, the respective rights of property arising out of the marital relationship or any other relationship, as well as non-marital property, and all rights of

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every kind and nature, whether real or personal, 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.

(f) The Husband has employed and has had the benefit of counsel of EDWARD X. CLINTON of the law firm of Keck, Mahin & Cate, his attorneys, and has had the benefit of the advice and recommendations of his said attorneys with reference to the subject matter of this Agreement and the terms and provisions thereof, and has consulted with them and has been advised of his rights and obligations in the premises. Wife has retained and has had the benefit of counsel of MITCHELL F. ASHER, her attorney, and has been fully informed with reference to the terms and provisions of this said Agreement and her right and obligations in the premises. Each party states that he/she have freely and voluntarily entered into this Agreement;

(g) The parties acknowledge that each of them has knowledge as to the wealth, property, estate and income of the other, both directly and through furnishing of certain financial data, but the parties hereto acknowledge that neither full discovery nor depositions were taken at their request, and acknowledge that they each are fully aware of the assets and income of the other, and the marital assets of the parties.

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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 is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

INCORPORATION OF RECITALS

The foregoing recitals are hereby made a part of this Marital Settlement Agreement.

ARTICLE II

RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The Husband reserves the right to prosecute any action for dissolution of marriage that he may choose to bring and to defend the action which the Wife has initiated. The Wife reserves the right to prosecute her action for dissolution of marriage which she has initiated and to defend any action which the Husband may bring.

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ARTICLE III

CAPTIONS

The captions contained in this Marital Settlement Agreement are for convenience only, and are not intended to limit, define the scope, or effect any provision of the Marital Settlement Agreement herewith entered into by the parties.

ARTICLE IV

GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be appropriate under the circumstances then existing.

ARTICLE V

CHILD CUSTODY/VISITATION

(1) The parties agree that they are both fit and proper persons to have the sole care, custody, control and education of the minor child, and that in the event that a Judgment for Dissolution of Marriage is entered, the custody, care, control and education of the said minor child of the parties shall be awarded to the parties jointly, pursuant to the terms and provisions of the Joint Parenting Agreement of the parties, to be filed in said proceedings, with the physical custody to be with the Husband.

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(2) The Wife shall have the right of reasonable visitation with the said minor child at reasonable times and places as more specifically set forth in the said Joint Parenting Agreement.

ARTICLE VI

MEDICAL, DENTAL AND RELATED EXPENSES FOR THE CHILDREN

1. Husband shall be responsible for the medical care and expenses of the minor child of the parties including both the usual and ordinary and routine medical care as well as the extraordinary medical services and care.

2. The responsibility for the medical care of the minor child after emancipation shall be only in the event that the child is a full-time student in college.

4. The Husband now maintains, and shall continue to be responsible for providing the health insurance covering the possible medical and dental needs of the children of the parties, and will continue to maintain said coverage for the children after the age of 18 years of age, so long as such child is a full-time student; Husband will provide Wife with copy of such medical coverage, together with identification cards for the minor child, if the same are available. The parties shall both be able to avail themselves of the use of such hospitalization insurance for the medical expenses for the children if such expenses are covered under the medical insurance, and all such

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claims shall be processed in a timely manner. Any payments received from said medical coverage shall be applied against the medical expense for which it is received. If proceeds are received for monies advanced, such checks shall promptly be endorsed by the parties, or either of them, and delivered to the party who advanced such funds. However, any expenses not covered by such insurance, shall be paid by Husband.

ARTICLE VII

MEDICAL COVERAGE FOR WIFE

It is understood that in the event of a Judgment for Dissolution of Marriage herein, any benefits that Wife may have under any existing medical policy currently carried by the Husband may be terminated; however, in accordance with Husband's present medical and hospitalization coverage and the current law in such case made and provided, Husband will either maintain his present hospitalization and medical insurance with the Wife as a party insured subsequent to the entry of a Judgment for Dissolution of Marriage, if in accordance with the terms and provisions of said policy of insurance such coverage may be allowed, or will assist Wife to procure like coverage as a spin-off of his current policy, pursuant to Section 73 of the Insurance Statute of the State of Illinois or the COBRA provisions of the Federal Code, if applicable, and Husband shall provide such medical and hospitalization coverage for Wife for a period of three (3) years following the date of entry of such

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Judgment of Dissolution of Marriage. Husband shall pay the premium for the first year for such medical coverage or spin-off medical coverage for Wife, and thereafter Wife shall be solely responsible for the payment of the renewal premiums to maintain the same or to provide for her own such insurance coverage and shall pay the premium for the same.

ARTICLE VIII

CHILD SUPPORT

A. Due to the disparity of income, Wife shall not be required to pay Husband child support of the minor child of the parties, custody of whom shall be with Husband. The question of child support to be reserved. In the event, however, that the question of child support is raised, neither the monies payable hereunder to Wife as maintenance nor any assets distributed to her pursuant to this agreement, shall be used in determining any possible contribution towards child support by her.

B. Husband shall assume and pay all of the day to day support for the said minor child of the parties and shall attend to the financial needs of said child.

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ARTICLE IX

LIFE INSURANCE AND DEATH BENEFITS

Husband currently has and maintains certain policies of insurance upon his life, both through employment and otherwise, a statement of such life insurance coverage maintained by the Husband is attached hereto as Exhibit "A".

A. Husband shall maintain decreasing insurance upon his life to cover his support obligation to Wife under this Marital Settlement Agreement. As of the date of the Judgment of Dissolution of Marriage, the amount of such insurance shall be \$ 80,000.00, and shall continue in decreasing amounts until Husband's obligation to Wife for maintenance, as hereinafter set forth shall exist, and his obligations to Wife otherwise under this property settlement agreement shall cease. Husband shall establish said insurance designating the Wife as irrevocable beneficiaries thereunder so long as Husband's obligations to Wife under this Marital Settlement Agreement shall exist. Husband shall provide Wife with proof of payment of the premiums thereon and the amount of such coverage so maintained.

B. Husband agrees to support the minor child of the parties. Said obligation shall terminate when the minor child reaches his majority, however, in the event the minor child attends college such obligation shall continue until the said minor child graduates from college or ceases to attend college, whichever shall first occur, but not beyond said child attaining the age of 23 years.

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C. Husband shall not borrow against any such insurance policy provided under this Article during the period in which he shall so maintain said life insurance coverage with Wife as such beneficiary or beneficiaries.

ARTICLE X

COLLEGE EDUCATION

(1) The Husband shall be responsible for the trade school or college and professional education expense of the parties' children. In the event of any Petition to the Court for contribution on behalf of Wife towards such educational expenses for the minor child, or any of the children of the parties, neither any monies payable to Wife hereunder for maintenance nor any of the assets distributed to her hereunder as part of this marital settlement agreement, shall be used in determining any contribution on her part towards such higher educational expenses.

(2) The obligation for such college or higher education on behalf of any child of the parties, is conditioned upon the following:

(a) The respective child has at that time the desire and aptitude for such college or higher education;

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(b) The college or trade school is limited to four (4) consecutive years after graduation from high school, unless interrupted by illness or military service, but in any event, not beyond the said child attaining the age of 23 years;

(c) The child carries the required number of courses or units so that she is considered by the school attended to be a "full-time" student, and maintains a passing grade average as is prescribed by said school;

(d) The ability of the child to contribute to his or her own college expenses, including the procuring of scholarships.

(3) The decisions affecting the education of each of said children of the parties including the choice of trade school or college, shall be made jointly by the parties, if possible. If possible, consideration shall be given to the expressed preference of the child, if the same is within the ability of the Husband so to do. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

ARTICLE XI

EMANCIPATION EVENT

With respect to the minor child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of the following, at which time the obligation for the support of the minor child, unless otherwise agreed or as detailed in this Agreement, shall terminate:

(1) The child's eighteenth birthday, or he has completed his high school education, whichever shall last occur, but not beyond the age of nineteen years, unless

interrupted by illness or military service;

- (2) The child's marriage;
- (3) The child's having a permanent residence away from the permanent residence of either party. A residence at a boarding or residential school, or camp is not to be deemed a residence away from such permanent residence;
- (4) The child's demise;
- (5) The child's engaging in full-time employment, except that the child's engaging in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE XII

DEBTS AND OBLIGATIONS

A. The parties hereto state and agree that there are no marital debts and obligations, other than the existing mortgage on the marital residence, and the regular monthly maintenance.

B. Each party shall, however, assume and pay any and all accumulated debts, credit card obligations and personal debts and obligations that he or she may have personally incurred subsequent to the effective date of this marital settlement agreement, and each of the parties shall hold the other harmless against any default in the payment of such bills and obligations assumed, and shall hold the other party harmless against any default in the payment thereof.

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ARTICLE XIII

REAL PROPERTY

A. MARITAL RESIDENCE: The parties hereto are owners, in joint tenancy, of the marital residence commonly known as 1146 North Hickory, Arlington Heights, Cook County, Illinois, subject to a first and second mortgage thereon, with legal description as set forth on Exhibit "B" attached hereto and incorporated herein.

(1) Upon the entry of a Judgment of Dissolution of Marriage, the said marital residence shall be awarded to Wife as her sole and separate property, subject, however, to the first and second mortgages thereon, and she shall assume and pay the said mortgage payments and hold Husband harmless against any default in the payment thereof. Upon the entry of such Judgment of Dissolution of Marriage, Husband shall execute and deliver to Wife his quit-claim deed, conveying any and all of his right, title and interest in and to said marital residence.

(2) The parties agree that their equitable value (after the deduction of the principal balances due on the said first and second mortgage) in said marital residence approximates \$122,000.00, and this value shall be used in determining the equal division of the assets of the parties.

B. HUSBAND'S RESIDENCE: Husband has, subsequent to the separation of the parties, purchased a certain house, commonly known as: 607 East Charles Street, Arlington Heights, Illinois 60004, with legal description set forth on Exhibit "C".

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(1) Upon the entry of a Judgment of Dissolution of Marriage, the said residence shall be awarded to Husband as his sole and separate property, subject, however, to the mortgage thereon, which Husband shall assume and pay and hold Wife harmless against any default in the payment thereof. Wife shall execute and deliver to Husband her quit-claim deed, conveying any and all right, title or interest that she may have therein.

~~(2) The parties agree that the equity in Husband's Residence is \$ _____.~~

ARTICLE XIV

OTHER MARITAL ASSETS OF THE PARTIES

The parties hereto have acquired certain marital assets, including the marital residence set forth above, during the course of their said marriage, all of which assets the parties have agreed to divide between themselves on an equal fifty-fifty (50/50) basis, the said Assets and the division thereof, whether by cash or in kind, are set forth on Exhibit "D" attached hereto and made a incorporated in this marital settlement agreement by reference. The parties hereto warrant that said list is complete and have agreed upon the total value and distribution of each such asset, and the parties hereto accept said list of assets, values and mode of division as being correct, true and final.

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ARTICLE XV

DISTRIBUTION OF PERSONAL AND OTHER PROPERTY

(A) AUTOMOBILES: (1) Husband has been furnished with and has the use of a Company Car.

(2) Wife shall be awarded as her sole property, the 1986 Buick automobile in her possession, in which there is an equity of \$5,000.00, subject to the lien thereon, which Wife shall assume and pay and hold Husband harmless against any default in the payment thereof. Husband is entitled to a credit of \$2,500.00.

(B) BANK ACCOUNTS: Any and all savings, checking or other bank accounts established by or in the name of either of the parties since the filing of the pending proceedings for dissolution of marriage, shall be awarded to and be the sole property of the respective party. The parties acknowledge that the parties have heretofore divided equally between themselves all of the prior bank accounts of the parties.

(C) PENSION PLANS: Husband has a Pension Plan through his employment with RECORDS MANAGEMENT SERVICES, INC., in which he is fully vested. Husband and Wife agree that Wife would be entitled to one-half of said Plan. Said one-half interest has a value of approximately \$44,000.00. Upon the entry of a Judgment of Dissolution of Marriage, Wife shall execute and deliver to Husband her release, waiving any and all right that she may have in and to the Husband's said Pension, and in consideration of said Release, Wife will receive a credit of \$44,000 on account of

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monies owing to Husband for other assets received by her under this Marital Settlement Agreement, in lieu of such one-half interest.

(D) BUSINESS INTERESTS: Husband is the Corporate President of Records Management Services, Inc. and has accumulated various stock interests, as well as other interests and assets as a result thereof, as more specifically itemized on Schedule "D". The same shall be distributed in kind, in equal division between the parties, as set forth on Schedule "D".

(E) STOCK: The parties have acquired certain shares of stock in AMERICA WEST corporation. Said shares of stock shall be awarded to Husband as his sole property, as equal division of the balance of the marital assets of the parties.

(F) HOUSEHOLD FURNITURE AND FURNISHINGS: The household furniture and furnishings now located in the marital residence, and occupied by Wife, shall be awarded to Wife as her sole property. The Household furniture and furnishing in Husband's possession shall be awarded to Husband as his sole property. Husband is entitled to a credit of \$2,500.00.

(G) PERSONALTY: Each of the parties shall receive as their own their respective personal property together with their clothing and personal affects in their possession and control, and the other party hereby waives any right, title or interest thereto.

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The above and foregoing is deemed by the parties to be an equal division of property, contemplated and intended to be a non-taxable division to both the Husband and Wife of mutually acquired property acknowledging their respective contributions to the accumulated marital estate, and as such is not a sale, payment or transfer to secure a release of marital rights, but is a division by and between the parties of the marital property in which they have a common ownership mutually acquired during the marriage in accordance with Sec. 503(e) of the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE XVI

MAINTENANCE IN GROSS FOR WIFE

(A) The Husband shall pay to wife, directly and not through the Clerk of the Court, as Maintenance in Gross, the sum of Two Thousand (\$2,000.00) Dollars per month, beginning with the first day of the month following the entry of a Judgment of Dissolution of Marriage between the parties, through December of 1993, unless otherwise terminated by the death or remarriage of Wife.

(B) The payments on account of said maintenance in gross (formerly called alimony in gross), shall be included in Wife income for tax purposes and deductible by Husband for income tax purposes.

(C) The agreement as to the payment of Maintenance in Gross is non-modifiable, and not subject to further review by the Court. Upon completion of the said payments of maintenance as

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above set forth, Wife shall be deemed to have waived further maintenance.

ARTICLE XVII

HUSBAND'S WAIVER OF MAINTENANCE

Husband hereby waives any and all rights or claim that he may have to support or maintenance from Wife, whether past, present or future, and shall be forever barred from asserting any such claim.

ARTICLE XVIII

INCOME TAXES

(A) Husband shall have the right to claim the minor child and such other dependant children of the parties as exemptions on his income tax returns for the taxable year 1990 and such subsequent years as long as said children may be a dependent. Wife shall execute the necessary waiver forms required by IRS for this purpose.

ARTICLE XIX

ATTORNEY'S FEES

In connection with the negotiation and preparation of this Agreement and in connection with the disposition of the proceedings for dissolution of marriage, each of the parties shall be solely responsible to pay his or her own attorneys' fees.

ARTICLE XX

GENERAL PROVISIONS

The parties shall deliver, each to the other any documents which are reasonably required by either, to carry out, effectuate and/or facilitate the provisions of this Marital Settlement Agreement. In the event that either party fails to execute such a document for the other, as required by this Agreement, the aggrieved party may petition a Court of competent jurisdiction, for the purpose of securing the execution and delivery of such document, and the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, shall retain jurisdiction for the purpose of enforcement of the said terms and provisions of this Agreement and of the Judgment of Dissolution of Marriage.

ARTICLE XIX

ADDITIONAL AGREEMENTS

(A) The parties hereto shall be mutually enjoined from interfering with the other's safety and liberty, and from harrassing, criticizing or in any manner arguing with each other.

(B) Each of the parties acknowledge that this Agreement shall be incorporated into any Judgment for Dissolution of Marriage and shall be a part thereof as fully as if ordered by the Court.

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(C) Each of the parties hereto shall execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the title and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Marital Settlement Agreement, and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed 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 hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

(D) That to the fullest extent by Law permitted to do so, and except as otherwise provided herein, each of the parties does forever relinquish, release, waive and forever Quit Claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband or Wife, widow or widower, or otherwise, by reason of the marital relations existing between the said parties hereto, under any present or future law, or

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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 and each party further covenants and agrees for 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, grantees, devisees or assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement. The parties 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 contained herein 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 to comply with the provisions of this Judgment, or the rights of either party under this Agreement.

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(E) Except as otherwise provided herein, 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 rights to inherit by intestate succession any of the property of which the parties hereto die intestate, this agreement shall operate as a relinquishment of all right 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 any restriction or limitation whatsoever, provided, however, that nothing contained herein 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 Judgment for Dissolution of Marriage of the parties, or the rights of either party under this Agreement.

(F) In the event that either the Husband or the Wife at any time hereafter obtains a Dissolution of Marriage in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment or decree for Dissolution of Marriage, either directly or by reference, but in no way shall this Agreement be effective or of any validity

unless a Judgment or decree for Dissolution of Marriage is entered. The Court on entry of the Judgment or decree for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this Agreement.

(G) The parties hereto agree that this Agreement shall at all times be interpreted and construed under the Laws of the State of Illinois.

(H) It is agreed by the parties hereto that upon the entry of the Judgment for Dissolution of Marriage in the above proceedings, that said Judgment shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment for Dissolution of Marriage entered herein, except that by mutual agreement of the parties hereto may this Agreement be modified, and except as to the matters of child support, visitation and custody only, which may be modified by the Court; any other modifications must be expressed in writing and duly executed by both the parties and properly notarized.

IT WITNESS WHEREOF, the Husband and the Wife have hereunto set their respective hands and seals the day and year first above written.


LARRY A. WICKS, Husband


LINDA S. WICKS, Wife

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ON THIS 15th day of October, 1990, before me, a
Notary Public in and for said County and State, personally
appeared LARRY S. WICKS, known to me to be the person who
subscribed his name to the within instrument and acknowledged
that he executed the same.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ON THIS 15th day of October, 1990, before me, a
Notary Public in and for said County and State, personally
appeared LINDA S. WICKS, known to me to be the person who
subscribed her name to the within instrument and acknowledged
that she executed the same.

NOTARY PUBLIC

MITCHELL F. ASHER
Attorney No. 21983
157 North Brockway
Palatine, Illinois 60067
(708) 359-8880
Attorney for Wife

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EXHIBIT "A"

INSURANCE ON LIFE OF HUSBAND

Proceeds of Death Benefits payable under the RECORDS MANAGEMENT SERVICES, INC., PENSION PLAN AND TRUST FOR LARRY A. WICKS,

Pursuant to Designation of Beneficiary to be executed by Larry A. Wicks.

See Attached Designation of Beneficiary Form.

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DESIGNATION OF BENEFICIARY FORM 440

PARTICIPANTS IN THE Records Management Services, Inc., Pension Plan and Trust

LARRY A WICKS

I hereby designate as the beneficiary of any amount payable under the Plan by reason of my death (hereby revoking and rescinding any designation heretofore made by me):

1. (X) My spouse LINDA WICKS \$80,000 MAXIMUM*, if living at the time of my death, and if my spouse is not living, then as provided in paragraph 3 below. *REMAINDER AS PROVIDED IN PARAGRAPH 3

2. () My surviving issue, the same to be divided into as many shares as there are children of mine then surviving.

3.* (X) LARRY A WICKS, the Trustee (or any successor Trustee) of that certain instrument of Trust heretofore executed by me on APRIL 21, 1980, AS AMENDED, and entitled LARRY A WICKS INSURANCE TRUST

4.* () Other: (Name) _____, whose address is _____

if living at the time of my death, or if not, then _____, whose address is _____

*If a married participant elects a beneficiary other than his or her spouse, then he/she must obtain the written consent of the spouse witnessed by the Plan Administrator or Notary Public.

I HEREBY CONSENT TO THE ABOVE ELECTION BY MY SPOUSE.

Linda Wicks
SIGNATURE OF SPOUSE

EXECUTED this 17th day of SEPTEMBER, 1990.

SIGNATURE OF PARTICIPANT Larry A Wicks

SOC. SEC. # 483-42-4685 Date of Birth 10-9-39

WITNESS: Mary Ellen Janso 9-28-90

" OFFICIAL SEAL "
MARY ELLEN JANSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/3/94

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EXHIBIT "B"

Re: MARITAL Residence

Address: 1146 North Hickory Avenue,
Arlington Heights, Illinois 60004

Permanent Real Estate Tax Number:

Legal Description:

Lot 28 in Block One (1) in Arlington Greens,
being a Subdivision of the Southwest Quarter
of the Southeast Quarter of Section 20, Township
42 North, Range 11 East of the Third Principal
Meridian, in Cook County, Illinois, according
to Plat thereof registered in the Office of
Registrar of Titles of Cook County, Illinois,
as Document Number 1408517.

Property of Cook County Clerk's Office

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6/21/2014

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EXHIBIT "C"

Other Residence

Address: 607 East Charles Street,
Arlington Heights, Illinois 60004

Permanent Real Estate Index Number: 03-20-214-014

Legal Description:

Lot 30 in Locascio's Subdivision Unit No. 2, being a Resubdivision of part of the Northeast Quarter of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on May 22, 1969, as Document Number 2452329, in County of Cook and State of Illinois.

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Credits
Linda Larry

Individual Retirement Accounts - Kemper			
Larry - K005114065	9,080	4,540	
Linda - K005114066	4,200		2,100
Stock -			
Records Management Services, Inc. - 46,400 shares (1)			
America West Airlines - 400 shares	3,200	1,600	
Partnerships -			
920 Cullerton	13,110 (2)	6,555	
Gilbert Avenue	3,837 (2)	1,919	
Main Street	12,559 (1)		
Morris West	16,267 (1)		
Van Buren	43,204 (1)		
Residence -			
1146 North Hickory			
Arlington Heights, IL 60004	equity 122,000		61,000
Automobile -			
1986 Buick Somerset Ltd. (1)			
Personal Property - (1)combined			5,000
Hickory household furnishings (1)			
RMS Defined Benefit Pension Plan -			
Present value of vested accrued benefit	88,293	44,147	
Insurance -			
Northwestern Mutual (Larry) at 3-1-90			
4241511 - cash value less loan - net	725	463	
5195662 - " " " " " "	641	321	
7195701 - " " " " " "	7,834	3,917	
7632522 - " " " " " "	13,917	6,959	
New York Life (Linda)			
30836744 - cash value	2,393		1,197

total credits

70,421(3) 69,29

- (1) To be divided equally.
- (2) Linda's share (50% of Partnership interests being transferred to Larry)
- (3) Larry will issue a check to Linda in the amount of \$1,124 to balance.

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which the parties have been living separate and apart from each other since April 1, 1987, a period in excess of two (2) years; that it would be fruitless to make any further attempts towards reconciliation, as the same would not be in the best interest of the parties nor the minor child; that pursuant to the statute in such case made and provided, it is not necessary to prove that either party is at fault.

8. That the Plaintiff has proved the allegations contained in her Petition for Dissolution of Marriage by competent and material evidence.

9. That the parties hereto have entered a Marital Settlement Agreement under date of 15th day of October, 1990, concerning the questions of maintenance, child custody, child support, attorney's fees, marital debts, the 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 to this Court for its consideration; that said Agreement was entered into freely and voluntarily between the parties hereto, with full knowledge; that this court finds that said Marital Settlement Agreement is not unconscionable and ought to receive the approval of this Court, and is in words and figures as follows:

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NOW, on Motion of attorney for the Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, and this Court by virtue of the power and authority therein vested, doth ORDER, AND ADJUDGE as follows:

A. The parties hereto are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, LINDA S. WICKS, and the Defendant, LARRY A. WICKS, be and the same are hereby dissolved.

B. That the Marital Settlement Agreement entered into between the parties and herein above set forth, is not unjust and the same is incorporated into this decretal section of this Judgment for Dissolution of Marriage, and by this reference made a part hereof as though fully spelled out hereunder; the parties hereto shall in all respects comply with each and every provision of the said Agreement.

C. That the Joint Parenting Agreement filed in the above entitled cause, be and the same is hereby incorporated herein.

D. Each of the parties hereto are hereby ordered to promptly upon demand of the other party, execute and deliver to such other party any and all documents necessary to effectuate and fulfill the terms and provisions of this Judgment for Dissolution of Marriage; that failing thereto, this Court retains Jurisdiction of this cause, and upon Petition of either party, shall appoint a Judge of this Court to execute such document or documents on behalf of the party in default.

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E. Except as herein provided by the terms and provisions of the Marital Settlement Agreement, set forth above, any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, is forever barred and terminated.

F. This Judgment shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, be a charge against the estate of the person indebted.

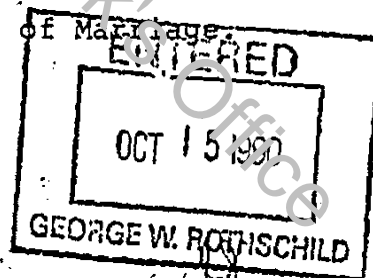
G. That this court shall expressly retain jurisdiction of this cause for the purpose of enforcing all the terms and provisions of this Judgment for Dissolution of Marriage.

WITNESSED BY THE COURT AND ENTERED IN THE CLERK'S OFFICE

Dated:

1997

ENTER:



CLERK OF THE COURT OF COOK COUNTY, ILL. J U D G E

MITCHELL F. WATSON #2198381 5888 2017
 157 N. Brockway Street
 Chicago, Illinois 60667
 (708) 359-8880
 Attorney for Plaintiff

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED No.	Registrar of Towns Titles CAROL MOSELEY BRAUN Bowsky
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Edward X. Clinton
Leek, Mahan + Cole
8300 Sears Tower
233 S. Wacker
Chicago, IL 60606

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11-5-90

Aurelia Bucinski

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