File #4G78 Disc #150 6/10/85 RJM:jz

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

AGREEMENT ATTAC

IN RE THE MARRIAGE OF:	)	
JOHN A. SIMS,	)	
Petitioner,	)	
and	)	No. 85 D 6508
CHERYL SIMS,	)	
Respondent,	)	

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on again to be heard upon the duly verified Petition of the Petitioner, Respondent hereto having appeared pro se, and upon stipulation of the Parties to this cause that said matter might come on for immediate hearing as an uncontested matter as in cases of default, the Petitioner being present in open Court in person and by Counsel, LUCCHESE, McNISH, WOGNUM & KOEPPEL, P.C. and the Respondent appearing pro se, and the Court having heard the evidence adduced by the Petitioner in support of said Petition and being fully advised in the premises DOTH FIND:

1. That this Court has jurisdiction of the Parties hereto and the subject matter hereof.

2. That the Parties were married on August 9, 1980 in Chicago, Cook County, Illinois, where said marriage was registered.

3. That the Petitioner is and since prior to the filing of the Petition for Dissolution has been an actual resident of the County of Cook and State of Illinois for more than one year last past continuously and at the time of filing his Petition for Dissolution herein was domiciled in the County of Cook and State of Illinois and has maintained said domicile for more than ninety days continuously preceding the findings of the Court herein and the entry of the Judgment for Dissolution of Marriage.

4. That no children were born to the Parties as issue of their said marriage. No children were adopted and none are expected to be born; Respondent is not now pregnant.

5. Irreconcilable differences between the Parties have arisen which have caused the irretrievable breakdown of their marriage; reconciliation efforts have failed and additional

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attempts at reconciliation would not be practical nor in the best interests of the family unit.

6. The Parties have suspended their marital relationship and have been living separate and apart for a continuous period as is required by S.H.A. ch. 40, par. 401(a)(2).

7. That the Petitioner has substantially proved the material allegations contained in the Petition for Dissolution; both Parties are entitled to a Judgment for Dissolution of Marriage.

8. That on June 17, 1985, the Parties hereto entered into an Agreement in writing amicably settling and disposing of the questions of support and maintenance, payment of attorney fees, and of other proprietary rights inhering in them respectively by reason of the marital relationship heretofore existing between them, including a division of all marital and non-marital property and a resolution of all questions concerning the respective rights of each in and to the property, income or estate, which either of them now owns or may hereafter acquire, which said Agreement has been submitted to this Court for examination, being in words and figures as follows:

9. That the Court has considered and approved the Parties' written Agreement.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

(A) That the bonds of marriage heretofore existing between the Petitioner, JOHN A. SIMS, and the Respondent, CHERYL SIMS, be and the same are hereby dissolved, pursuant to the statute of the State of Illinois in such case made and provided.

(B) That the Agreement in writing hereinbefore made and entered into by and between the Parties hereto herein set forth verbatim, be and the same is hereby, in all respects, approved and confirmed, and is incorporated in this Judgment, that each and every provision thereof is binding upon each of the Parties hereto and thereto, and that each of the said Parties shall do and perform all the acts and things by him or by her undertaken therein. Notwithstanding the foregoing incorporation and agreement, the same shall survive said incorporation and shall be binding on the Parties as if no such incorporation occurred.

(C) That the Parties, having agreed to waive all claims for maintenance, dower, homestead, inheritance or other rights acquired by this marriage, whether past, present or future for the consideration set forth in the property settlement Agreement shall be barred and foreclosed from asserting the same against the other EXCEPT as provided in said property settlement Agreement.

(D) That the Parties shall execute any and all documents necessary to effectuate the orders provided herein.

(E) That this Court retains jurisdiction of this cause for the express purpose of enforcing all and singular the provisions of this Judgment and for the purpose of entering such other and further orders and decrees as circumstances may render necessary or expedient.

(F) That the Court finds that there is no just cause for delaying enforcement or appeal by any of the Parties hereto.

ENTER:

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
JUN 21 1995
JUDGE LOUIS J. HYDE
DEPUTY CLERK

APPROVED:

LUCCHESE, McNISH, WOGNUM & KOEPPEL, a Prof. Corporation,

BY: Robert J. McNish
Attorney for Petitioner

Respondent

A G R E E M E N T

THIS AGREEMENT, made in the County of Cook and State of Illinois this 11th day of June, 1985, by and between **CHERYL SIMS** of Cook County, Illinois, hereinafter referred to as the **"Wife"** and **JOHN A. SIMS** of Cook County, Illinois, hereinafter referred to as the **"Husband"**; sometimes collectively referred to as the **"Parties"**.

W I T N E S S E T H

WHEREAS, the Parties were lawfully married on August 9, 1980 in Chicago, Cook County, Illinois but ceased living together in July, 1984 as man and wife because of marital differences and have caused these proceedings to result, which remain pending and undetermined; and

WHEREAS, that no children were born and no children were adopted, and none are expected to be born; and

WHEREAS, the Parties consider it to their best interests to settle between themselves, now and forever, their respective rights regarding maintenance, property, and all other rights which each Party acquired by virtue of this marriage; and

WHEREAS, each Party is gainfully employed and well-able to support himself or herself without contribution from the other; and

WHEREAS, each Party has made full disclosure to the other of all properties and assets owned and each is fully advised as to his rights relative thereto. Each Party also acknowledges that he is conversant with all the wealth, property, estate and income of the other.

NOW THEREFORE, in consideration hereof, IT IS HEREBY AGREED AS FOLLOWS:

I. RECITALS:

The recitals hereinabove set forth are hereby incorporated as an integral part of this Agreement as if fully set forth.

II. RIGHT OF ACTION:

This Agreement is not one to obtain or stimulate a dissolution of marriage. That either Party reserves the right to prosecute or defend any action brought by him or the other Party.

III. PROPERTY AND MAINTENANCE:

(A) The Wife shall quit-claim and relinquish any and all interest she may have in the property commonly known as 4492 Lincoln Avenue, Rolling Meadows, Illinois. The Husband shall pay and be solely responsible for the first and second mortgages affecting the property and shall save and hold the Wife harmless from all consequences of non-payment. Both mortgages are held by St. Paul Federal.

(B) The Wife shall relinquish all right, title and interest she may have in the household furniture, furnishings, fixtures and effects located in the aforementioned property with the exception of the Wife's children's bedroom furniture which shall be hers and theirs.

(C) The 1983 Datsun automobile shall be the sole and separate property of the Husband. The Husband shall pay and be solely responsible for repayment of the loan from Suburban Bank of Rolling Meadows used to purchase the auto and shall save and hold the Wife harmless from any consequences of non-payment.

(D) The Wife shall be the sole and separate owner of those items the Parties have specifically agreed are her personal and/or non-marital property, namely, her mother's china/dishes, and the like.

(E) The Wife shall be the sole and separate owner of the 1981 Oldsmobile Cutlass automobile, shall pay and be solely responsible for repayment of the loan from her credit union used to purchase the auto, and shall save and hold the Husband harmless from any consequences of non-payment.

(F) The Parties agree to divide the Chicago Cub baseball tickets in the Husband's possession provided the Wife pays the Husband the face value of the tickets she takes at the time of the division.

(G) Each Party shall be the sole owner of his or her pension/profit sharing/retirement plan free and clear of any interest of the other in the same.

(H) The Parties both acknowledge that they are and have been gainfully employed and that each is able now, and shall be in the future, to support himself or herself without contribution from the other. Each, therefore, agrees to waive any claim for maintenance/alimony, past, present, or future barred from seeking the same from the other.

(I) Except as herein provided, each of the Parties shall retain his personal belongings and effects, free and clear from the claims of the other Party.

IV. DEBTS:

(A) Except as otherwise herein provided, each of the Parties hereto shall be responsible for his or her own debts as of the date of their separation and shall hold the other harmless thereon for all attorney's fees, suit costs and the like that may result by virtue of non-payment of the same.

(B) The Husband agrees to pay and hold the Wife harmless on all balances due on the following accounts:

VISA #4673-660-882-663
Mastercard #542418-0019-586491
Amoco #584-003-721-1
American Express #3784-601534-31002
Bank of Rolling Meadows #39137 (balance due for dental services rendered the Wife)
Diners Club #3864-037363-0002
Sears, Roebuck & Co. #1-51357-47532-7
Saks Fifth Ave. #67-832-030
Lord & Taylor #808-292-44
Jack's Mens Shop #3108068263
Wieboldts #671-024-438
Marshall Field's #78-691-883
Neiman Marcus #6645-1341-3
I. Magnin #686-92-633-65
Crawfords #722-31-681

(C) The Wife agrees to pay and hold the Husband harmless on all balances due the following accounts:

Evans #600-001-965
Bonwit Teller #522-21-725-F
Montgomery Ward #546-063-828-00
Speigel #01-0065-597-6
Fashion Bug #H-6218-0228-765-533

(D) To balance the equities in the above-named payments, the Parties agree that the Wife shall pay to the Husband, effective upon the first day of the month immediately following the entry of a Judgment for Dissolution of Marriage, herein, either a lump sum of One Thousand Eight Hundred ($1,800.00) Dollars plus Fifty ($50.00) Dollars per month for twenty-four (24) months <u>or</u> a lump sum of Three Thousand ($3,000.00) Dollars <u>or</u> Fifty ($50.00) Dollars per month for sixty (60) months.

V. TAX RETURNS:

The Wife and Husband may execute joint Federal and State Income Tax Returns for the calendar year 1984 and agree to file any and/or all amendments to returns heretofore filed that may be required; each represents and acknowledges that the other has no

knowledge of the accuracy, correctness or contents of the jointly filed returns as each appears and/or applies to the other; each shall indemnify, save and hold the other harmless from any loss, cost or expense with regard to the representations, accuracy, correctness and contents as the same apply to him or her individually.

VI. RELEASE, WAIVER OF MAINTENANCE AND OTHER RIGHTS:

EXCEPT AS HEREIN PROVIDED, and in and for the consideration of TEN DOLLARS ($10.00) and for other good and valuable consideration, the Parties do hereby forever waive, release and quit claim to the other all rights to maintenance, dower, homestead, inheritance and all other rights, whether property rights or otherwise and claims which he or she now have or may have as Husband, Wife, Widower, Widow or otherwise by reason of the marital relationship NOW existing between the Parties hereto by any present or future law of any State of the United States of America or any other country, in and to, or against the property of the other Party or her or his heirs, executors, administrators, or assigns, for the purpose of enforcing any and/or all of the rights specified in and relinquished under this paragraph.

VII. DOCUMENTS:

Each of the Parties agrees to execute all documents necessary to effectuate the terms hereof, including all tax returns and related documents as required by law.

VIII. FORMER NAME:

The Wife shall have the right to resume her former married name or her maiden name, should she so desire.

IX. AGREEMENT:

(A) In the event this Honorable Court awards the Parties a Judgment for Dissolution of Marriage herein, it is agreed that this Agreement shall be incorporated in its Judgment in this cause, so long as such is granted within a reasonable time hereafter, and shall be binding on the Parties, their heirs and assigns, otherwise the same shall be null and void. This instrument contains whole and entire the Agreement made and entered into by and between the Parties hereto, has been examined by each of the said Parties, and is believed by them to be fair, just and equitable with respect to each of them. The Court shall retain jurisdiction to enforce these provisions or to make such orders, including injunctions and hearing evidence of events

prior to the date of the Judgment, which the Court may impose from time to time as it deems just and necessary to allow the Parties to continue their respective lives in a peaceful and dignified manner.

(B) In the event any Judgment for Dissolution of Marriage is granted and this Property Settlement Agreement is presented to the Court in which the proceeding is held for its approval and incorporation into such Judgment, notwithstanding such incorporation, this Agreement shall not be merged in such Judgment but shall survive such incorporation and shall be binding on the Parties as if no such incorporation had been effected.

(C) To the fullest extent provided by the Illinois Marriage and Dissolution of Marriage Act as now in effect, the Parties stipulate and agree that this Agreement shall be non-modifiable except as they might hereafter mutually agree in writing.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

Cheryl Sims (SEAL)
CHERYL SIMS

John A. Sims (SEAL)
JOHN A. SIMS

APPROVED:

None; the Wife appeared pro se
ATTORNEY FOR WIFE

LUCCHESE, McNISH, WOGNUM & KOEPPEL,
a Professional Corporation

BY: [signature]
ATTORNEY FOR HUSBAND

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
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CAROL
A.F.C.

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ATTORNEY'S TITLE
GUARANTY FUND, INC.
129 S. LASALLE 5th FLOOR
CHICAGO, IL 60603
312-372-8361

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