) Form #20

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Certificate No. 1052436 Document No. 2407459
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the Centificate 1052 436 Indicated effecting the
following distribed premises, to-wit:
Lot 5 in Block 23 in the Village of Thornton, being a Subdivision in the Northwest 1/3 of Section 34, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois
COUNTY; IELINOIS.
P.I.N. No. 29-34-131-010
which has the address of 216 South Hunter Street, Thornton, It (herein "Property Address");
TŚ
Section 34 Township 36 North, Range 14 East of the
Third Principal Maridian, Cook County, Illinois.
Lacrand Grioret
CHICAGO, ILLINOIS 1/23 19 90 .

STATE OF ILLINOIS
COUNTY OF C O O K

3938004

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

IN RE THE MARRIAGE OF

NELLIE J. YADRON

Petitioner

and

NO. 87 D 23614

WILLIAM YADRON, SR., Respondent

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made <u>January 36</u>, 1989, in Chicago, Illinois, by and between NELLIE J. YADRON, hereinafter referred to as the "Wife" and WILLIAM YADRON, SR., hereinafter referred to as the "Husband,"

The parties were lawfully married on August 19, 1987 in Anniston, County of Calhoun and State of Alabama.

irreconcilable difficulties and differencer have arisen between the parties, as a result of which they separated and they now live separate and apart from each other.

The Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as case No. 87 D 23614, and that case remains pending and undetermined.

The parties hereto consider it to their best interests to settle between themselves the questions of custody, support, maintenance and medical and related needs, and the education of the children of the parties and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them

for resonnes:

now has or may have hereafter or claim to have against the other and all rights of every kind, nature, and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal, now owned, or which may hereafter be acquired by either of them; or any rights or claims in and to the estate of the other.

The Wife has employed and had the benefit of counsel of MICHAEL P. WITTENBERG of Levine, WITTENBERG, EISNER, NEWMAN & SILVERMAN, LTD., as her attorney. The Husband has employed and had the benefit of counsel of THOMAS WAGNER whis 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 has been fully informed of the wealth, property, estate, and income of the other and that each has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby authowiedged, the parties do hereby freely and voluntarily agree as follows:

- 1. The Husband and Wife shall have joint dustody of all three (3) minor children. The Wife shall have the physical custody, including the day to day care, control and education of the minor child, MELISSA, and the Husband shall have the physical custody, including the day to day care, control and education of the other two minor children, WILLIAM and BRIAN.
- 2. Each party shall have reasonable and liberal visitation with each of the children.
- 3. The Husband shall pay directly to the Wife the sum of Two Hundred Twenty Dollars (\$220) per month as and for child support. Said payment of Two Hundred Twenty Dollars (\$220) per month shall be payable on the first (1st) day and fifteenth (15th) day of each month. The Husband is well able to support William and Brian. The approximate gross income of the Husband is \$45,000.00 and the Wife's approximate gross income is \$20,000.00. The question of child support to the Husband by the Wife is hereby reserved at this time.

- 4. The Husband shall cooperate fully with the Wife and health insurance company to assist the Wife in obtaining an individual health insurance policy pursuant to the Illinois Spousal Health Insurance Rights Act (SHIRA; P.A. 84-658; S.B. 300) and the Federal Health Insurance Continuation legislation contained in the Consolidated Omnibus Budget Reconciliation Act (COBRA; P.L. 99-272). In addition, the Husband shall cooperate fully with the Wife to assist her in obtaining a conversion of any existing health and hospitalization insurance to a separate policy issued on her behalf pursuant to the provisions of the Illinois Revised Statutues, Chapter 73, Section 968d. Upon obtaining said separate policy or continuation insurance, the Wife shall be solely responsible for the payment of any premiums thereunder. Husband makes no representations and the existing insurance can be continued under SHIRA or COBRA.
- 5. Both parties shall designate the children as *heir irrevocable beneficiaries on there present life insurance until they reach the age 22.
- 8. That the Wife snew receive one-half (1/2) of the Husband's pension benefits which have accrued with the Miswast Operating Engineers Pension.
- 7. Both parties shall now and forever waive their right to maintenance from the other past, present or future and shall be forever barred from asserting same against the other.
- 8. That the Husband will assign over checks in his possession in the amount of Forty One Hundred Dollars (\$4100) upon entry of the Judgment for Dissolution. Said checks representing the 1987 income tax refund and the balance from the sale of the former marital residence.
- 9. The Husband shall maintain major medical insurance for the minor children and shall be responsible for the extraordinary medical, dental, optical, surgical and orthodontic expenses of all the minor children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine check-ups, minor aliments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis, and the like. In the event of serious illness of the minor children or the need for hospital, surgical, optical, orthodontic, or

extraordinary medical or dental care, the Wife shall consult the Husband before incurring expenses in any of those connections. It is understood by both parties that the Wife's obligation to consult with the Husband shall not apply in cases of grave emergency where the minor child's life might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a Circuit Court shall do so upon proper notice and petition, even after said expense is incurred. The ordinary medical expenses of the children shall be divided as follows: Husband shall be responsible for the ordinary medical expenses for the two children in his possession, and the Wife shall be responsible for the ordinary expenses for the child in her possession.

- 10. The Husband and Wife shall contribute to the college education expenses of the children. The Husband's and Wife's obligation to contribute is conditioned upon the following:
 - A. The child has at that time the desire and aptitude for a college education:
 - B. The college education is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service, and
 - C. The Husband and Wife have the financial ability to pay such college expenses.
- 11. The decisions affecting the education of the children, including the choice of college shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall unreasonably withhold his or her consent to the expressed preference of the child. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition.
- 12. The Husband shall also be responsible for the balance of 1988-1989 private schooling tuition for Mellasa.
 - 13. The Husband shall receive the 1977 Buick.

- 14. Each party shall be responsible for the balance of their own attorneys' fees.
 - 15. The Wife shall be allowed to resume her maiden name of Nellie Yaughn.
- 16. Each of the parties, his or her heirs, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make effective the provisions of this Agreement and to release his or har respective interests in any property (real or personal) belonging to or awarded to the other, the intention being that the property settlement provided for in this agreement shall constitute a complete adjustment of the property rights of the parties hereto.
- hereby forever relinquish, release, waive and quit claim to the other party hereto all property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, or by reason of the marital relations now existing between the parties hereto or by virtue of any present or future law of any state or of the United States of America or any other country, in or to, or against the property of the other party or his or her estate, whether now corned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her hairs, executors, administrators and assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

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

NELLIE YADRON

William YADRON

FIRM NO. 26180

STATE OF IL	LINOIS)	
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COUNTY OF C	00 K)	

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

IN RE THE MARRIAGE OF)			
NELLIE J. YADRON)			
Petitioner)			
and)	NO.	87 D 2	3614
WILLIAM YADRON, SR.)			
Respondent)			

JUDCHENT FOR DISSOLUTION OF MARRIAGE

THIS DAY came again the said Petitioner, NELLIE J. YADRON, by her attorney, MICHAEL P. WITTENBERG of Levine, Wittenberg, Eisner, NEWMAN & SILVERMAN, LTD., and the Respondent, WILLIAM YADRON, SR., being represented by his attorney, THOMAS MACNER, and it appearing to the Court that said Respondent has had due notice of the pendency of this suit by having filed his Appearance and Response; and this cause coming on for hearing on the Petition of the Petitioner and Response of the Respondent.

And the Court having heard the testimony of the Petitioner taken in open Court, a certificate of which evidence is filed herein, and now being fully advised in the premises, FINDS:

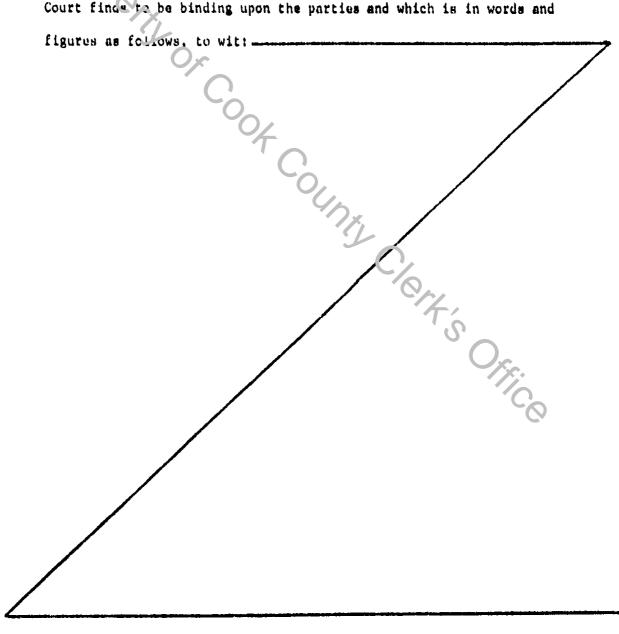
That it has jurisdiction of the parties hereto and the subject matter hereof.

That the Petitioner at the time of filing of said Petition was domiciled and a resident in the State of Illinois and said domicile and residence has been maintained for 90 days prior to the findings herein.



That the parties hereto were lawfully married on August 19, 1967 and said marriage was registered in Anniston, County of Calhoun, State of Alabama; that three (3) children were born to the parties as a result of their marriage; that no children were adopted by the parties; that the Petitioner is not presently pregnant.

The Court further finds that the parties hereto have entered into in agreement in writing to settle and adjust the matters in dispute between them, subject to the approval by this Court, which Agreement the Court finds to be binding upon the parties and which is in words and figures as follows, to wit:



IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority herein vested, and the Statute in such case made and provided

DOTH ORDER, ADJUDGE, AND DECREE as follows:

- A. That a Judgment for Dissolution of Marriage be awarded to the parties dissolving their marriage.
- B. That the Property Settlement Agreement hereto entered into between the parties is hereby made part of this Judgment, and each of the parties are directed to comply with all the terms and conditions thereof.
- C. That this Court retain jurisdiction of the aforementioned rs for the purpose of enforcing all of the terms and conditions of this Judgment for Dissolution of Marriage.

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. HEREST CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-12-84

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