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STATE OF ILLINOIS) Atty.#14119
) SS:
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF	)	
	)	
GENE P. ARTEMENKO	)	
	)	
and	)	No. 89 D 12255
	)	
ANN ARTEMENKO	)	

3940025

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come on for hearing on the Petition and Response, the Petitioner having appeared in open Court in person and by attorney, and the Respondent having appeared in open Court by attorney, the Court having taken testimony and heard the evidence adduced in open Court in support of the Petition (a certificate of which evidence has been filed herein), and now being duly informed in the premises, FINDS:

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

2. That the Petitioner is 61 years of age, presently residing at 2416 Goebbert Road, Arlington Heights, Illinois, having resided in the State of Illinois for more than 90 days prior to the filing of this Petition and for more than 90 days prior to the date of the entry of this Judgement. That the Petitioner's occupation is President for United Airlines Employee's Credit Union, Chicago, Illinois, and he earns approximately $110,000 per year gross.

3. That the Respondent is 64 years of age, presently residing at 431 Millers Road, Des Plaines, Illinois. That the Respondent is

Allow no support, allow one month of appeal, no consideration, no fees, very

a volunteer nurse for Northwest Community Hospital, Arlington Heights, Illinois.

4. That the parties were lawfully married on June 19, 1949, and that said marriage was in the State of Ohio.

5. That pursuant to Ill. Rev. Stat., Ch. 40. Section 401(A)(2), irreconcilable differences have caused the irretrievable breakdown of the marriage and that efforts of reconciliation have failed and that future attempts at reconciliation would be impracticable and not in the best interest of the family.

6. That three children were born to or adopted by the parties, namely: ROBERT, age 38, JOHN, age 35, and SUSAN, age 31. The wife is not presently pregnant.

7. That since the marriage of the parties, they have acquired various marital property consisting of a home located at 431 Millers Road, Des Plaines, Illinois, a 1980 Olds Delta '88, a 1985 Olds Delta '88, and household furniture and furnishings.

8. That the Petitioner has established by competent, material and relevant proof all of the allegations and charges contained in the Petition for Dissolution of Marriage and that the equities of this cause are with the Petitioner.

9. That the Court has considered and approved the provisions for custody, support, maintenance, and the disposition of property.

10. That the Petitioner and Respondent have entered into a written Marital Settlement Agreement between themselves settling all questions of maintenance and property rights, and that said Agreement has been received in evidence as Petitioner's Exhibit #1 and that by leave of Court is made a part of this Judgment for

Dissolution of Marriage and has been attached to and hereby incorporated in this Judgment for Dissolution of Marriage by reference thereto and is set forth in words and figures as follows:

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made at Wheeling, Illinois, by and between GENE R. ARTEMENKO (hereinafter referred to as GENE or the Husband), residing in Arlington Heights, Illinois, and ANN ARTEMENKO (hereinafter referred to as ANN or the Wife), residing in Des Plaines, Illinois.

WHEREAS, the parties were lawfully married in Utica, Ohio, on June 19, 1949; and

WHEREAS, certain irreconcilable and unfortunate differences have arisen between the parties, which has rendered impossible a continuation of their marital relationship, and as a result they have lived as if separate and apart from each other since January 1, 1989; and

WHEREAS, three children were born to the parties as issue of their marriage, namely: ROBERT, JOHN and SUSAN, all three of whom are over 18 and fully emancipated, and ANN is presently not pregnant; and

WHEREAS, GENE has filed against ANN a pending action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, docket number 89 D 12255. The case is entitled GENE R. ARTEMENKO, Petitioner, and ANN ARTEMENKO, Respondent; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves the questions of maintenance and support for the Husband and Wife, and to fully settle the property rights of the parties, and other rights growing out of the marital or any other relationship now or

previously existing between them and to settle 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 to claims in and to the estate of the other, including without limitation of the foregoing, all inchoate rights and all rights of homestead, inheritance, descent, distribution, community interest and surviving spouse's award; and

WHEREAS, the Husband has employed and had the benefit of counsel of JERRALD B. ABRAMS of ABRAMS & AMENT, P.C. as his attorney. The Wife has employed and had the benefit of counsel of ALLEN PETERS as her attorney. This instrument purports to be and in fact is, a written expression of the oral agreement heretofore entered into between the parties; and each party has had the benefit of the advice and recommendations of his and her respective attorney with reference to the subject matter of this agreement. Further, the parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; and that his or her respective attorneys have carefully explained to them:

a) their legal rights and duties as between the parties;
b) the range of what the Court may order if called upon to decide the case as a contested matter; and
c) the legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to him or to her by the other party or his or her attorneys other than what is contained in this Agreement; that the parties, after carefully considering the terms of this Agreement state that they regard it to be fair in all respects and not unconscionable; and

WHEREAS, the parties acknowledge that each has made a full and complete disclosure to the other of all properties owned by them or either of them and of all income derived therefrom and from all sources and fully informed the other of his or her wealth, property, estate and income. Each party also acknowledges that he and she is now conversant with all the wealth, property, estate and income of the other and have discussed the division of said property between themselves and neither believes the other's averments or statements to be misleading or false; 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 acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action

This Agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend

any action or actions which may hereafter be brought by either or both of them regarding the marriage.

ARTICLE II

Maintenance

1. Husband shall pay to Wife as and for permanent maintenance the following sums, pro rata, from the execution of this agreement: THREE THOUSAND AND NO/100THS ($3,000.00) dollars per month on the first of each month from the execution of this Agreement. Said maintenance is, however, contingent upon the following events and upon their occurrence, it shall terminate:

(a) Upon the death of either the Husband or the Wife.

(b) Upon the remarriage of the Wife.

(c) Upon the retirement of Husband from his present employment.

2. The parties agree that the maintenance terms and provisions of paragraph 1 above shall not be subject to modification for any reason whatsoever as provided in Section 502(f) of the Illinois Marriage and Dissolution of Marriage Act, and neither party shall file any pleading or take any position to sever the provisions of Article II.

3. The sums paid by Husband to Wife pursuant to paragraphs 1 of this Article are mutually acknowledged to be paid incident to the Judgment for Dissolution of Marriage and in discharge of the Husband's legal obligation to support the Wife. Said sums shall be included in the gross income of the Wife and deducted from the gross income of the Husband for purposes of federal and state

income taxation within the meaning and intent of Sections 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or of any identical or comparable provision of a federal or state revenue code hereinafter enacted or modified.

ARTICLE III

Property Settlement

1. The parties are the sole owners in joint tenancy of real estate commonly known as 431 Millers Road, Des Plaines, Illinois, to wit:

SEE EXHIBIT A

From and after the effective date of this Agreement, ANN shall be entitled to the exclusive possession of the marital home and GENE shall execute a Quit Claim Deed conveying all his right, title and interest in said home to ANN. ANN shall pay the monthly mortgage payments, if any, which include funds for real estate taxes and insurance, and hold GENE harmless and indemnified on them hereafter.

2. ANN shall receive the 1985 Olds Delta 88 automobile and GENE shall convey all his right, title and interest to ANN, and she

shall pay the outstanding indebtedness on said automobile, if any. GENE shall receive the 1980 Olds Delta 88 automobile and ANN shall convey all his right, title and interest to GENE.

3. In addition to the above, ANN shall receive the following, free from the claims of GENE:

(a) Ten thousand dollars (plus interest) in her CD account;

(b) Twelve thousand dollars in her IRA credit union account;

(c) Sixty thousand dollars ($60,000.00) tax free, from GENE, (from credit union savings) as and for the remainder of her property division. GENE shall execute any and all documents necessary to effectuate the transfer of all his right, title and interest in said accounts to ANN.

(d) Her People's Bank Stock.

4. In addition to the above, Gene shall receive the following personal property, free from the claims of ANN:

(a) The Fifteen thousand dollar debt and note from John Artemenko;

(b) Thirty thousand dollars in his IRA account;

(c) Full interest in his 401(k) account, totaling approximately eighty-eight thousand dollars;

(d) Eighty thousand dollars in savings.

Ann shall execute any and all documents necessary to effectuate the transfer of all her right, title and interest in said accounts to GENE.

5. Upon GENE'S retirement from his present employer, ANN shall receive the gross sum of $2,250 per month from GENE'S retirement plan, as and for her share of the property division. Each shall pay their own taxes on their share as they receive it. A QUALIFIED

DOMESTIC RELATIONS ORDER shall be imposed on the retirement plan to effect this purpose. This payment shall continue for a period of ten years and then shall terminate.

6. The parties have divided their other personal property and those items in each's possession shall be deemed their sole property, free from the claims of the other.

ARTICLE IV

Debts and Obligations

GENE and ANN shall pay and shall save and hold each other free, harmless and indemnified against all debts, liabilities, and obligations which were incurred by them for necessaries or otherwise for themselves since the separation of the parties on January 1, 1989.

ARTICLE V

Taxes and Attorneys Fees

GENE shall be responsible for the payment of the Joint Federal Tax Return for 1989 in the amount of $3,435.93. Any State tax refund shall be used toward ANN'S attorney's fees and shall be considered as GENE'S contribution thereto. Each shall be responsible to pay the balance of their own attorney's fees to their own attorneys.

ARTICLE VI

Non-Modifiability

The parties agree and the Judgment shall provide that the terms hereof shall not be modified by any Court hereafter unless the parties consent to such modification in writing.

ARTICLE VII

General Provisions

1. Neither party hereto shall in any manner molest, strike, malign, disturb, harass or threaten the other person, by telephone or in any other manner whatsoever.

2. Execution of Documents: 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 titles 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 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.

3. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever waive, relinquish, release, and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, dower,

inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations 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, of 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 and herself, his or her heirs, personal representatives and assigns, for the purpose of enforcing any or all the rights relinquished under this Agreement; 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 rights of either party under this Agreement.

4. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waive and relinquish 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 rights 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 restriction or limitation whatsoever 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 the rights of either party under this Agreement.

5. In the event that either GENE or ANN at any time hereafter obtains a dissolution of marriage or divorce 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 event shall this Agreement be effective or of any validity unless

a judgment for dissolution of marriage is entered in the pending case brought by GENE and referred to hereinbefore. The Court, on entry of the judgment or decree for dissolution of marriage shall retain the right to enforce the provisions and terms of the Agreement which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

IN WITNESS WHEREOF, GENE and ANN have hereunto set their respective hands and seals this 8th day of Nov., 1990.

GENE R. ARTEMENKO

ANN ARTEMENKO

EXHIBIT A

LOT FIVE (5) IN BLOCK ONE (1) in KUNTZE'S HIGH RIDGE KNOLLS UNIT NO. 6, being a Resubdivision of parts of Lots Twelve (12) and Thirteen (13) of the Owner's Subdivision of Section 13, Township 41 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 June 13, 1961, as Document Number 1982532.

02-13-318-012

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That the Petitioner, GENE R. ARTEMENKO, be and is hereby granted a Judgment for Dissolution of Marriage from the Respondent, ANN ARTEMENKO, and the bonds of matrimony heretofore existing between them be and the same are hereby dissolved and the same are dissolved accordingly.

B. That maintenance is hereby waived by the Petitioner, and Petitioner shall be thereafter forever barred; that Respondent shall receive Maintenance as specified in the MARITAL SETTLEMENT AGREEMENT, Article II, and upon termination thereunder, Respondent shall be forever barred.

C. That the written Marital Settlement Agreement entered into and executed by the parties settling all questions of maintenance and all property rights, and heretofore received in evidence as Petitioner's Exhibit #1 and the original of which is attached hereto and merged and incorporated herein as if set forth verbatim and all of its terms and provisions are hereby expressly affirmed and adopted as the order and judgment of this Court to the same extent and with the same force and effect as if said provisions were set forth verbatim in this Judgment for Dissolution of Marriage.

D. That the Petitioner and Respondent are hereby ordered and directed to comply with all of the terms and provisions of the written Marital Settlement Agreement entered into between them, which Agreement has been merged and incorporated in this Judgment for Dissolution of Marriage and is a part hereof.

E. That both the Petitioner and Respondent, having waived against the other all claims for dower rights, homestead rights, inheritance rights, and any and all other property rights and claims that either now has or may hereafter acquire in the future, each is forever barred and foreclosed from asserting any of those rights against the other, as well as all other rights and claims that each has heretobefore relinquished to the other by the terms of the written Marital Settlement Agreement entered into by the parties and merged in this Judgment for Dissolution of Marriage.

F. That the Court hereby retains jurisdiction over the parties hereto and the subject matter for the purposes of (1) enforcing this Judgment for Dissolution of Marriage and all of the terms and provisions set forth in the Marital Settlement Agreement entered into between the parties hereto, which written Agreement is merged and incorporated in this Judgment for Dissolution of Marriage and adopted by the Court as its own, and (2) such other and further relief as this Court deems equitable and just.

ENTER:

ENTERED
NOV - 8 1990
J. BEATTY 549

JUDGE

Dated: _____

APPROVED:

GENE R. ARTEMENKO

ANN ARTEMENKO

ENTERED
NOV - 8 1990
J. BEATTY 549

GOLDEN TITLE INS. CO.
P.O. BOX 910
MT. PROSPECT, ILL. 60056

REGISTERED
ID.

JAN 24 PM 12:10
REGISTRAR OF TITLES

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924163

I HEREBY CERTIFY THE ABOVE TO BE CORRECT
DATE 12-11-98

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