Form #20

3944854

Certificate	No. 1486446 Document No.
TO THE REGI	STRAR OF TITLES , ILLINOIS:
on the Cert	You are directed to register the Document hereto attached ificate / 86 / Indicated affecting the
following de	escribed premises, to-wit:
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Section 14, Townsh Seeger's Road (Golf	-LOY FIRTY FIVE
of the Registrar	of Titles of Gook Dounty, Illinois, o. Mry 10, 1946 as Document Number 2270329-
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CHICAGO, ILLINO	15_7/19/9/19

394485

COOK # 15549
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

In re: the marriage of)
Thomas F. Keane, Petitioner)
٧.) No. 89 D 1510
Arlene F. Keane, Respondent)

SUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the Petition for Dissolution of Marriage of Petitioner THOMAS F. KEANE, Petitioner present in open court and also represented by his attorney, Ilene M. Wolf of WOLF & WOLF, the Respondent ARLENE F. KEANE also present in open court and represented by her attorney ELLEN A. YEARWOOD, the Parties having entered into a written settlement agreement, the Court finds as follows:

FINDINGS:

- 1. That the Court has jurisdiction over the subject matter and the Parties thereto.
- 2. That the Petitioner is now and for more than Pinety (90) days continuously and immediately preceding the filing of his Petition for Dissolution of Marriage has been domiciled in and an actual resident of Cook County, Illinois.
- 3. That the Petitioner THOMAS F. KEANE is fifty years old, resides in Mt. Prospect in Cook County, and works full time as a teacher for District 207.
- 4. That the Respondent ARLENE F. KEANE is forty-eight years old, resides in Arlington Heights in Cook County, and works full

time as a registered nurse.

- 5. That the Parties hereto were married to each other on August 3, 1963, in Chicago, Illinois, and a certificate of said marriage was duly registered in Cook County, Illinois.
- 6. That as a result of the marriage of the Parties, there were four (4) children born, namely THOMAS JOSEPH KEANE, born May 30, 1964, SCOTT MICHAEL KEANE, born October 4, 1965, DENNIS PATRICK KEANE, born January 11, 1967, and MICHAEL BRIAN KEANE, born June 30, 1969, that no children were adopted by the Parties during the marriage, and that Respondent is not now pregnant. The three younger sons live with their father. All are emancipated except the youngest, who will complete in college education at the University of Illinois at Champaign/Urcana in June, 1991.
- 7. That Petitioner has proven with competent, credible evidence sufficient grounds for the Court to award the Parties a dissolution of marriage.
- 8. That the Parties have attempted to dispose of and settle between themselves questions of the last child's Education, maintenance, division of marital property, taxes, and attorney's fees by entering into a written agreement, which agreement is attached to this Judgment of Dissolution of Marriage and made a part hereof, which is fair and equitable as between the Parties and of right and in justice ought to be enforced as between them, and which is attached hereto and made a part hereof as though recited herein verbatim.

MARITAL AGREEMENT

THIS	AGREEMENT	made	and	ent	ered	into	this			day	of
		_, 19.	,	bу	and	betwe	en 1	THOMAS	F.	KEA	NE,
hereafter	referred to	o as "I	Husbs	and,	' and	ARLEN	iE F.	KEANE,	, he	reaf	ter
referred t	o as "Wife	. "									

WITNESSETH:

WHEREAS, the Parties hereto were married to each other on August 3, 1963; and

WHEREAS, there were four (4) children born as a result of the marriage, namely THOMAS JOSEPH KEANE, born May 30, 1964, SCOTT MICHAEL KEANE, born October 4, 1965, DENNIS PATRICK KEANE, born January 11, 1967, and MICHAEL BRIAN KEANE, born June 30, 1969, and there were no other children born nor adopted to the Parties as a result of their marriage and the Wife is not presently pregnant; and

whereas, the Parties consider it to be to their mutual best interests to settle between themselves the questions of the children's education, maintenance, taxes, and attorney's fees and to fully settle rights of property of the Parties, other rights growing out of the marital or other relationship now or previously existing between them and to settle any rights which either of them now has or may hereafter have 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 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 of claims in and to the estate of the other; and

WHEREAS, the Husband has been represented in this proceeding by Ilene M. Wolf of WOLF & WOLF, and Wife has been represented in this proceeding by ELLEN A. YEARWOOD; and

WHEREAS, each Party has fully informed the other of his or her wealth, property, estate and income both directly and through furnishing of immedial data, and each Party also acknowledges to the other that he or she has been fully advised as to his or her respective rights in the premises and fully understands the contents of this document; and

whereas, both 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 the provisions contained in this agreement and the consequences thereof.

NOW THEREFORE, in consideration of the mutual and several promises herein contained and 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

- 1. This agreement is not one to obtain a Dissolution of Marriage nor to stimulate an action for Dissolution of Marriage.
 - 2. The Husband reserves his right to prosecute any action

for Dissolution of Marriage which he has brought or which he may hereafter bring and defend any action for Dissolution of Marriage which may be commenced by the Wife.

3. The Wife reserves her right to prosecute any action for Dissolution of Marriage which she may hereafter bring and defend any action which has been or may be commenced by the Husband.

ARTICLE II

MAINTENANCE

- 1. The Husband does hereby irrevocably waive any and all rights for maintenance from the Wife, and he fully acknowledges that notwithstanding any change in his or her status in life that he shall hereafter be barred from returning to this court or any other court for purposes of asserting a claim for maintenance from the Wife.
- 2. The Wife does hereby irrevocably waive any and all rights for maintenance from the Husband, and she fully acknowledges that notwithstanding any change in his or her status in life that she shall hereafter be barred from returning to this court or any other court for purposes of asserting a claim for maintenance from the Husband.

ARTICLE III

CHILDREN'S EDUCATION

Husband and Wife agree that the costs for Michael Brian Keane, aged 21, for his last year of college at the University of Illinois

at Champaign/Urbana, estimated by Michael at ninety-two hundred dollars (\$9200.00) from August, 1990, through June, 1991, shall be paid four thousand dollars (\$4000.00) by Michael from his savings from Summer, 1990, work for his father and the rest in monthly installments directly to Michael by the Parties. The amount to be paid by Wife shall be one hundred twenty-five dollars (\$125.00) per month beginning in August, 1990, and continuing through July, 1991, for a total of fifteen hundred dollars (\$1500.00). The remainder of thirty-seven hundred dollars (\$3700.00) shall be paid by Husband in installments of three hundred eight dollars and thirty-three cents (\$308.33) per month, reginning in August, 1990, and continuing through July, 1991.

ARTICLE IV

DIVISION OF PROPERTY

1. Real Property. Husband and Wife agree that Husband shall be awarded the property commonly known as 1223 M. Lonnquist Boulevard, Mt. Prospect. Husband's attorney shall prepare any and all paperwork necessary to transfer title solely to Husband, and Wife shall execute the paperwork upon presentation. Husband shall bear any recording or other costs of transfer.

The Parties do hereby represent to each other that neither of them have any legal or equitable title in or to any other real property nor does either one have a beneficial interest in any trust which is the legal or equitable owner of any real property.

2. Automobiles. Husband shall retain as his own property

the 1982 Oldsmobile wagon and the 1982 Buick Century used by the Parties' sons. Wife shall retain as her own property the Nissan Stanza. In furtherance thereof, Husband and Wife shall execute any and all documents, if any, reasonably necessary to effectuate the transfer of title, vehicle license plates and/or municipal vehicle stickers. Both Parties waive any right, title, claim or interest each may have in any vehicle(s) to be retained by the other.

acknowledge that they have agreed to divide their personal property to their mutual satisfaction. Within thirty (30) days of entry of Judgment in this cause, Wife shall arrange a day and time period mutually convenient to the Parties for the removal from the residence of Husband at 1223 W. Lonnquist Boulevard, Mt. Prospect, of the items listed on Exhibit A. Wife shall bear the cost of movers, if any, to help her remove the items, and shall bear the cost of any breakage or damage, if any, to Husband's or to Wife's items during the move.

The Parties agree that the Wife shall have sole postession to the exclusion of Husband of all personal property in her residence plus all the items listed on Exhibit A. Husband hereby waives any right, title, claim, or interest in those items.

The Parties agree that the Husband shall have sole possession to the exclusion of Wife of all personal property in his residence, excluding the items listed on Exhibit A. Wife hereby waives any right, title, claim, or interest in those items within his residence or on the premises thereof.

- 4. <u>Pension Funds</u>. The Parties each hereby waive any right or claim each may have on the other's pension through his/her employer; specifically, Wife waives any right or claim she has on Husband's non-assignable pension and his non-assignable annuity with Teachers' Retirement System of the State of Illinois.
- Other Annuities and Income Retirement Accounts. The 5. Parties agree that three assignable National Western Life Insurance Company annuities in Husband's name, specifically, accounts 0100619471, 0100357887, and 0100357881, shall be assigned to Wife. Husband's attorney shall provide Wife's attorney with additional documentation on those annuities and/or original paperwork if requested so that the assignments can proceed, Wife's attorney shall prepare any and all documents required to effectuate the assignments, and Husband shall execute on presentation any paperwork reasonably necessary to complete the assignments. Parties further agree that the National Western Life Insurance Company annuity in Wife's name, specifically, account 0100363505, shall be retained by Wife. Husband hereby waives any right or claim he may have in any and all of those annuities. Husband shall transfer all documents in his possession regarding these annuities to Wife.

Wife hereby waives any and all right or claim to Husband's Neuberger & Berman Income Retirement Account, Master Account # NBP-000098915, account number 1260413008. Husband hereby waives any and all right or claim to Wife's Neuberger & Berman IRA, account # 00126041200, and agrees to transfer to Wife any and all documents

in his possession regarding Wife's IRA.

Accounts. Husband agrees to transfer to Wife his 90 unit investment, account number 9738, in Realmark Property Investors Limited Partnership. Husband's attorney shall provide Wife's attorney with additional documentation on this investment and/or original certificates if requested so that the transfer can proceed, Wife's actorney shall prepare any and all documents required to effectuate the transfer, and Husband shall execute on presentation any paperwork reasonably necessary to complete the transfer. Husband agrees to transfer to Wife all documents in his possession regarding this investment.

Wife agrees that Husband's non-merital investment in Ashland-Apartments through Invesco shall remain Husband's sole property.

Wife hereby waives any right or claim she may have in that property.

Husband hereby waives any and all right or claim in the Parties' joint investment with right of survivorship in F delity Puritan Fund, investment # 41150921. Husband's attorney shall provide Wife's attorney with additional documentation on this investment if requested so that the transfer can proceed, Wife's attorney shall prepare any and all documents required to effectuate the transfer, and Husband shall execute on presentation any paperwork reasonably necessary to complete the transfer. Husband shall transfer to Wife all documents in his possession regarding this investment.

Husband hereby waives any and all right or claim in the parties' joint investment with right of survivorship in Lord Abbett Bond-Debenture Fund, account # 13-4591-3. Husband's attorney shall provide Wife's attorney with additional documentation on this investment if requested so that the transfer can proceed, Wife's attorney cnall prepare any and all documents required to effectuate the transfer, and Husband shall execute on presentation any paperwork reasonably necessary to complete the transfer. Husband paperwork reasonably necessary to complete the transfer. Husband

ragarding this investment.

Husband hereby agrees to transfer to Wife all his right, title, and interest in the Perties Commonweath Edison Company stock, some of which is in his name and some in their joint names with right of survivorship, accounts KIEASE20907 and KEASS16722. Husband's attorney shall provide Wife's attorney with additional documentation on this investment and/or original certificates if requested so that the transfer can proceed, Wife's attorney shall prepare any and all documents required to effectuate the transfer the reaction any paperwork resonably necessary to complete the transfer. Husband agrees to transfer, necessary to complete the transfer. Husband agrees to transfer to necessary to complete the transfer. Husband agrees to transfer to necessary to complete the transfer.

Husband hereby agrees to transfer to Wife all his right, title, and interest in the Parties' Energy Conversion Devices, Inc., stock in their joint names with right of survivorship, certificate # CU 020876. Husband's attorney shall provide Wife's attorney with additional documentation on this investment and/or

mentioned above.

7. <u>Insurance</u>. Husband hereby waives any and all right or

The Parties agree that they have divided to thair mutual satisfaction their remaining financial accounts. The Parties further agree that each shall retain sole ownership of all financial accounts not mentioned above currently in their possession or control, including checking and savings and credit union accounts wherever situated. Each Party hereby waives any and union accounts wherever situated. Each Party hereby waives any and all right or claim to the financial accounts of the other not all right or claim to the financial accounts of the other not

paperwork reasonably necessary to complete the transfer. Husband agrees to transfer to Wife all documents in his possession regarding this stock.

Husband hereby agrees to transfer to Wife all his right, title, and interest in the Parties' RPM Inc. stock in their joint names with right of arryivorship, certificates CU 12414, C 25045, and C 7337, Husband's actorney shall provide Wife's attorney with additional documentation on this investment and/or original additional documentation or this investment and/or original actorney shall prepare any and all occuments required to effectuate the transfer, and Husband shall execute on presentation any paperwork reasonably necessary to complete the transfer. Husband paperes to transfer to Wife all documents in his possession agrees to transfer to Wife all documents in his possession

original certificates if requested so that the transfer can proceed, Wife's attorney shall prepare any and all documents required to effectuate the transfer, and Husband shall execute on presentation any paperwork reasonably necessary to complete the transfer, Husband agrees to transfer to Wife all documents in his transfer, Husband agrees to transfer to Wife all documents in his

possession regarding this stock.

Metropolitan Life Insurance Company, policy # 628-603-949 MS. claim to Wife's paid-up life insurance policy on her life with

term policy # B1-589-051, and life insurance policy on his life life insurance policy on his life with Morthwestern Mutual Life, Wife hereby waives any and all right or claim to Husband's

cashier's check on the day Judgment is entered in this case the sum 8. Cash. Husband hereby agrees to pay Wife by certified or . nnsM soaroH diw

of twenty-two thousand five hundred dollars (\$22,500.00).

ARTICLE V

LIQUIDATION OF DEBTS

in noistanges rieds or roing bennoni yfantot no yffaubiyibnj the payment of any and all debts which he or Wife may have The Parties agree that Hushand shall be responsible for

debts incurred after September 1, 1989. She shall additionally be Wife shall be responsible for the payment of her own September, 1989, except as detailed below in this Article.

responsible for all debt on her vehicle(s), if any.

mortgage(s), if any, on the residence awarded him at 1223 W. responsible for all debt on his vehicle(s), if any, and for the debts incurred after September 1, 1989. He shall additionally be Husband shall be responsible for the payment of his own

Lonnquist Boulevard, Mt. Prospect.

ARTICLE VI

INCOME TAX DEDUCTIONS

form(s) necessary to effectuate the intent of the Parties. Husband may qualify. Wife shall execute on presentation any tax at college, for the year 1990 and any subsequent year for which Parties' dependent child Michael Brian Keane, now in his last year Husband shall be entitled to the tax exemption for the

ARTICLE VII

GENERAL RELEASES

them or as the consequence of any prior event or occurrence. consequence of any other relationship heretofors existing between whether arising out of their marriage to each other or as the all other claims which she or he may have had against the other, other for inheritance, homestead, rights of succession or any and all blaims which she or he may have heretofore had against the Parties hereto does hereby waive, release, and relinquish any and Except as otherwise expressly provided herein, each of the

ARTICLE IIX

EXECUTION OF DOCUMENTS

delivered in a timely and expeditious fashion following entry of and objective of this Agreement. Such items shall be executed and documents as shall be required to accomplish the purpose, intent, other any and all deeds, title certificates, instruments, and Each of the Parties hereto shall execute and deliver to the

a Judgment of Dissolution of Marriage.

ARTICLE IX

RETENTION OF JURISDICTION

It is agreed by the parties that following the entry of a Judgment of Dissolution of Marriage by the Circuit Court of Cook County, Illinois, in the aforesaid proceedings, such court shall retain jurisdiction for purposes of enforcement of said Judgment.

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VIIOBNEX, & EEES

Husband shall be responsible for payment of his own legal fees. Wife shall be responsible for payment of her own legal fees.

ARTICLE XI

EFFECT OF AGREEMENT

Each of the parties does hereby agree that, except as otherwise expressly set forth in the above provision of this agreement, neither shall make any claim upon the property, income or estate of the other for maintenance, payment of debts support or otherwise and, regardless of the future station in life of either party, neither shall hereafter assert any claim against the either party, neither shall hereafter assert any claim against the

Further the Husband and Wife agree that no modifications to this Agreement shall be effective unless made in Writing With the same formality as this Agreement. The Husband and Wife agree that this document constitutes a complete adjustment of their respective rights arising out of their marriage to each other or

other except for enforcement of this agreement.

otherwise and that this Agreement constitutes the total agreement

si ji ji vino gnibnid ed fishs JnemeengA edT hereinabove stated. Dissolution of Marriage which may be entered in the proceedings approval and, if approved, shall be made a part of the Judgment of submitted to the Circuit Court of Cook County, Illinois, for further agree that this Agreement shall seitiad edt

made a part of buch judgment.

avods tarif etab ent no thement A istirak aint of alsee big WHEREFORE, the parties hereunto set their respective hands

SUBSCRIBED AND SWORN TO THOMAS F. KEANE

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NOTARY PUBLIC

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WA COMMISSION EYBIBES 1151/61 NOTARY PUBLIC, STATE OF ILLINOIS ELLEN A. YEARWOOD " OFFICIAL ZE∀Γ

COOK # 12248 Senisiq sed 7212-81008 380 Cambridge Road Attorney for Respondent Arlene F. Keane ELLEN A. YEARWOOD

8178-428 (807)

NOTARY PUBLIC

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SUBSCRIBED AND SWORN TO

42, Photo albums 41, Electric knife 40. Food processor

> Dutch oven Shot glasses

> Swivel chair

Pressure cooker

Dresser

Electric fry pan

One of the two binoculars

Quilt in crawl space Blankets in crawl space

> AT&T 6300 computer 30. Two medicine trays

Half the cooler, thermos, and picnic items

. 68

.85

.75

.35

34.

. 62

.82

. TS

DOOP OF COOP Turkey roaster . 82 Se' ramb End table .42 .ES eldat eeffoo 21. Fairy tale books 22. Half of the 16 framed pictures in family room Books - popular mechanics .oz o, Clert's .61 .81 namotto euf8 . 41 Blue chair . 91 stos euía 15. Metal ship Metal flower .81 Glass candie Two wicker plant containers 111 10. Popcorh popper Garafé . 6 Half the photos from the wedding book . 8 ٠, SCAle . 8 **Tajemora**B Magazine rack * 7 One of the two VCR's One of the two stack tables ROCKer Items to be Removed by Wife from Husband's Residence EXHIBIT A TO MARITAL AGREEMENT

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

Keane, are neroby dissolved and the parties are awarded a Judgment the Petitioner, Thomas F. Keane, and the Respondent, Arlene F. That the bonds of matrimony heretofore existing between **LOTTOM8:**

That the Agraement of the parties dated .againam to noituloasid to

Agreement and all of its provisions are incorporated into and made 19 and all of ite Drovisions are hereby approved, and said

a part of this Judgment of Dissolution of Marriage.

DECREED AND DIRECTED to execute and carry out all of the terms, That the Petitioner and Respondent are ORDERED, ADJUDGED,

provisions and conditions of this Judgment and of said written

That the provisions of the Agreement sie approved and .tnemeengA (stinsM

incorporated into the Judgment and are binding on the Parties.

shall hereafter at any time and from time to time execute, in the terms and provisions of this Judgment; and each of them the titles and estates in the respective parties hereto as provided deliver good and sufficient instruments necessary or proper to yest That each of the parties shall execute, acknowledge and

acknowledge and deliver any and all documents.

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Probably Of Cook County Clark's Office 8178-428 (807) COOK # 12243 Des Plaines IL 380 Cambridge Road Attorney for Respondent Arlene F. Keane ELLEN A, YEARWOOD

ACASO A JANHOIM

CLERK OF THE CIRCUIT COURT

DATED:

ENTERED

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enforcing the terms of this Judgment of Dissolution of Marriage. To escanse and of the parties hereto for the purpose of That this court redelives jurisdiction of the subject

> O '!:**.**

COURT AND MOLETION THEM OF 15 SUBJECT TO THE THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

ADTHOUGH OF COOK COUNTY CLERK'S OFFICE

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