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Form #20

Certificate No. 1284453 Document No. 2949243-E

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1284453 indicated affecting the
following described premises, to-wit:



----- LOT ONE THOUSAND TWO HUNDRED SIX----- (1206) -----

----- In Lancer Subdivision Unit No. 17, being a Subdivision in the Northeast Quarter (4) of
Section 17, Township 41 North, Range 10, East of the Third Principal Meridian, according
to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois
on November 17, 1972, as Document Number 2660007.

0622160
0822160

412 Lancer Subdivision

Section 21 Township 41 North, Range 10 East of the
Third Principal Meridian, Cook County, Illinois.

0822160
0822160

[Signature]

CHICAGO, ILLINOIS 11 1977.

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Property of Cook County Clerk's Office

RRM:cb

Very truly yours,
Raymond R. Massucci
RAYMOND R. MASSUCCI

PLEASE BE ADVISED THAT ALL ATTORNEYS' FEES AND COSTS INCURRED IN CONNECTION WITH THE ABOVE CAPTIONED MATTER HAVE BEEN PAID IN FULL.

RE: THE MARRIAGE OF SOELBERG

TO WHOM IT MAY CONCERN

February 14, 1991

RAYMOND R. MASSUCCI
ERNEST R. BLOMQUIST, III
PHILIP W. BROWN
DOUGLAS A. JUDSON
ERMAN B. CHOWLEY
GEORGE P. SPEAR
JONATHAN N. SHERWELL
* Also Admitted
in Arizona

LAW OFFICES
MASSUCCI, BLOMQUIST, BROWN & JUDSON
A PROFESSIONAL CORPORATION
750 WEST NORTHWEST HIGHWAY
ARLINGTON HEIGHTS, ILLINOIS 60004

Telephone: (708) 253-8100
Facsimile: (708) 253-0574

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Illinois at the time the Petition for Dissolution of Marriage
B. The Parties were residents of the State of

hereto and of the subject matter hereto;

A. This Court has jurisdiction of the parties

FINDS THAT:

In the premises:

having considered all the evidence and now being fully advised
verified Petition for Dissolution of Marriage; and the Court
Petitioner in support of the allegations contained in the
and the Court having heard the testimony in open Court of the
Parties appearing in open Court in their own proper persons;
Petition for Dissolution of Marriage of the Petitioner; the
on for hearing as a non-contested cause upon the verified
MUELLER of MUELLER, ALSPAUGH & LOFTHOUSE; and this cause came
SOELBERG, III, by and through his attorney, RICHARD N.
BLOMQUIST, BROWN & JOHNSON, and the Respondent, NILS K.
by and through her attorney, RAYMOND R. MASSUCCI of MASSUCCI,
THIS DAY came again the Petitioner, LAVONNE SOELBERG

JUDGMENT OF DISSOLUTION
OF MARRIAGE

IN RE THE MARRIAGE OF
LAVONNE SOELBERG
AND
NILS K. SOELBERG, III
NO. 89 D 1208

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

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

ATTY. NO. 11117

38-15290

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was commenced and the parties have maintained a residence in the State of Illinois, County of Cook, for ninety (90) days next preceding the making of the findings;

C. The parties hereto were married on August 12, 1966 and said marriage was registered at Vancouver, Washington;

D. Two children were born to the parties as a result of the marriage namely: LANE, born December 5, 1969; and KARLIN, born August 1st, 1972. No other children were born to nor adopted by the parties and the Petitioner is not now pregnant;

E. That irreconcilable differences have arisen between the parties which have caused an irretrievable breakdown in the marriage relationship as a result of which the parties have lived separate and apart for a period in excess of two years;

F. The parties hereto have entered into a written Settlement Agreement, concerning the questions of maintenance of the parties, the respective rights of each party in and to the property, income or estate of either of them, now owned or hereafter acquired, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconsonable and ought to receive the approval of the Court; and it is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into at Arlington Heights, Illinois this 24th day of October, 1990 by and between LAVONNE RAE SOELBERG (hereinafter referred to as "LAVONNE") and NILS K. SOELBERG (hereinafter referred to as the "KRIS").

1. That the said parties are now husband and wife, having been married on August 12, 1966 at Vancouver, Washington;

2. That two children were born to the parties as a result of the marriage, namely: LANE C., now 20 years of age, born December 5, 1969; KARLIN now 18 years of age, born August 1st, 1972. No other children were born to nor adopted by the parties and LAVONNE is not now pregnant;

3. That LAVONNE has filed a cause for dissolution of marriage in the Circuit Court of Cook County, Illinois, known as Case No. 89 D 1208 and entitled: In re the Marriage of LAVONNE R. SOELBERG, Petitioner, and NILS K. SOELBERG, Respondent and KRIS has filed his responsive pleadings therein. Said cause is pending and undetermined.

4. That KRIS is represented by RICHARD N. MUELLER of the firm of MUELLER, ALSPAUGH & LOFTHOUSE and LAVONNE is represented by RAYMOND R. MASSUCCI of MASSUCCI, BLOMQUIST, BROWN & JUDSON, Attorneys at Law.

5. That the parties hereby consider it to their best interests to settle between themselves now and forever, their respective rights as to property and other rights arising out of the marital relationship, or any other relationship now or

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previously existing between them and to settle any and all rights of every kind, nature and description either of them now has or may hereafter have against the other or in or to any property of the other whether real, personal or mixed, 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.

6. That both parties have made a full and complete disclosure of all of their assets, liabilities, and income and are satisfied with the disclosure provided by the other. They further affirm that the value of the assets reached by agreement and as individually represented, are true and correct as of this date. That they have no additional funds or assets in any other account in their name alone or with any other person not hereafter disclosed.

7. KRIS is employed by LYPHOMED, INC., 10401 W. Touhy Avenue, Rosemont, Illinois (60018) as the Director of Wholesale Accounts with a gross income of approximately \$93,000.00 per year.

8. LAVONNE is currently employed by Arthur J. Gallagher, Chicago, 150 So. Wacker, Chicago, Illinois as a receptionist with a gross income of approximately \$20,000.00 per year.

9. The parties hereto have accumulated various marital assets both prior to and during the course of their marriage including but not limited to the following:

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a) Residence commonly known as 417 Langley Court Schaumburg, IL presently occupied by the parties and their daughter, Carlin, who while emancipated presently resides there and attends post-high school education from that location. The agreed fair market value is \$145,000
Present mortgage balance (approx.) 51,030.32
Net equity \$ 93,969.68

b) An account at The Household Bank (jt. tenancy) #2274411204 \$ 6,531.45

c) Employee Thrift Plan (401k) at Arthur J. Gallagher Chicago (LaVonne's name only) \$ 2,156.85

d) A certificate of deposit in joint tenancy at Household Bank No. 217-4411204 \$106,500.60

e) A certificate of deposit at Savings of America in jt. tenancy No. ~~291005900~~ 7305970 \$106,311.55

f) Savings account at The Household Bank No. 7301316 875.15

g) A life insurance policy on Kris' life with Banker's Life, No. TBL040199 present cash value \$ 3,307.46

h) A life insurance policy on Kris' life with Lutheran Brotherhood, #98703 present cash value \$ 1,109.73

i) An Individual Retirement Account with Lutheran Brotherhood Annuity No. B2412420 in Kris' name \$ 8,685.98

j) A cash management account with Merrill Lynch in Kris' name which includes 600 shares of stock in Merck valued at 80.29 per share totalling ~~\$49,350.00~~ 48,072.00 minus \$10,000 owed on the line of credit to said account leaving a value of \$ 38,072.00
~~19,350.00~~

k) Individual Retirement Account with Standard Bank of Hickory Hills No. 163500 in Kris' name only \$ 5,019.35

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l) Individual Retirement Account with Merrill Lynch No. 10182801 in Kris' name only

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m) A limited partnership with Churchfield Group. Said parcel sold, Kris is in possession of a check in the amount of \$9,835.74. There is tax due on said sum of \$7,375.50 leaving a net value of \$ 2,460.24

n) A present calculated value of Kris' pension with his first employer, Miles Laboratories which will yield \$466.40 per month at age 65; LaVonne's pension at AJ Gallagher which will yield \$253.50 per month at age 65 No Value

o) Individual Retirement Account at Savings of America in LaVonne's name No. 53263772 \$ 5,919.23

p) Individual Retirement Account in LaVonne's name with Savings of America No. 53252813 \$ 85.60

q) Individual Retirement Account in LaVonne's name No. 1536 with Griffin Financial Services \$ 2,358.50

r) Household Bank tax escrow pledged account no. 1900135-13 \$ 2,914.03

s) Life insurance cash value of LaVonne's insurance policy with Lutheran Brothers No. 1152184 \$ 3,517.83

t) Life insurance on LaVonne's life with New York Life Insurance No. 30047768 \$ 1,213.34

u) Kris' 401(k) Plan with Lyphomed \$43,825.17

v) Household Bank Account No. 193053195 \$ 3.98

w) Household Bank (LaVonne) No. 193083353 \$ 47.33

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x) Meadows Credit Union #510145-
129234 \$ 253.36

y) American National #9791501 \$ 292.75

TOTAL ~~\$436,709.16~~ K.S.
\$733,431.16

THEREFORE, in consideration of the mutual promises and other good and valuable consideration, hereto expressed, the parties hereto do hereby freely and voluntarily agree by and between themselves as follows:

1. INCORPORATION OF RECITALS

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

2. RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. Each party reserves the right to prosecute any action for dissolution of marriage that he or she may hereafter bring and to defend any action which may be commenced by the other.

3. CAPTIONS

The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.

4. 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

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then existing.

5. SUPPORT AND MAINTENANCE FOR LAVONNE

KRIS agrees to pay to LAVONNE and LAVONNE agrees to accept the following sums as and for her support and maintenance:

a) The sum of EIGHT HUNDRED FIFTY (\$850.00) DOLLARS per month payable in two equal installments of FOUR HUNDRED TWENTY FIVE DOLLARS (\$425.00) DOLLARS on the first and FOUR HUNDRED TWENTY FIVE DOLLARS (\$425.00) DOLLARS on the fifteen day of each month thereof, by direct deposit to an account of LAVONNE'S choice. Maintenance payments shall be delayed until KRIS vacates the marital residence which shall occur on or before January 1, 1991. While residing at the marital residence, after the execution of this Agreement and entry of the Judgment of Dissolution of Marriage, KRIS shall be responsible for the mortgage and utility payments. The utilities shall be paid by the parties obtaining final readings on said accounts at the date KRIS vacates the marital residence. Maintenance shall be paid by KRIS prorated for the month he vacates the marital residence.

b) The sum of EIGHT HUNDRED FIFTY (\$850.00) DOLLARS per month each month thereafter until the first to happen of the following events:

- (i) the death of LAVONNE;
- (ii) the remarriage of LAVONNE;

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(iii) LAVONNE engaging in a continuing resident conjugal relationship;

(iv) thirty six (36) months after entry of the Judgment of Dissolution of Marriage.

It is agreed that LAVONNE's entitlements to further maintenance are subject to review by this Court. LAVONNE may petition this court for a review of the amount and duration of monthly installments considering the then income and financial circumstances of LAVONNE and KRIS and the needs of LAVONNE. The parties agree that maintenance is to be reviewable by virtue of several factors, including but not limited to LAVONNE'S medical condition, the standard of living the parties enjoyed during the marriage and the disparity of incomes presently existing between the parties as set forth in the preamble to this agreement. All payments contemplated under this paragraph shall be deductible by KRIS and taxable to LAVONNE on their respective income tax returns pursuant to the applicable provisions of the Internal Revenue Code. In the event of the death of KRIS LAVONNE shall have a claim against KRIS' estate for her future maintenance payments in accordance with the provisions of this paragraph, that is provided KRIS has not maintained life insurance on his life as required below.

6) MEDICAL AND HOSPITALIZATION INSURANCE AND ROUTINE AND EXTRAORDINARY MEDICAL, DENTAL AND HOSPITAL

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EXPENSES

A. Insurance. The Husband agrees to pay and be responsible to maintain in full force and effect medical and hospitalization insurance through his employment to cover the children of the parties so long as they are full-time students or until they attain the age of twenty three (23) whichever first occurs. The Husband further agrees to pay and be responsible for the medical, dental and hospitalization insurance hereinabove referred to and to be responsible for any medical, dental or hospitalization expenses not covered by said insurance.

B. KRIS agrees to pay and be responsible for all hospital, surgical, optical, dental and or orthodontia care incurred by the children during the term set forth above. The medical bills shall be submitted to the insurance carrier maintained by KRIS and to the insurance carrier maintained by LAVONNE should she obtain same, which she may do, provided she can obtain same at a reasonable cost to her. Thereafter, the amount not covered by insurance shall be KRIS' sole obligation. The parties agree to be responsible for psychological, psychiatric or other type counselling expenses to the extent not covered by insurance, in proportion to their gross incomes. Their gross income shall be defined as KRIS' gross income minus monies paid to LAVONNE for maintenance as hereinabove set forth. LAVONNE'S gross income shall be her income from her

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employment plus those sums paid to her by KRIS as and for maintenance. By way of example, assuming KRIS has \$93,000 present gross income from which he pays LAVONNE \$10,000, and she has \$20,000 of present gross income, the formula would then be \$30,000 gross income for LAVONNE, \$83,000 gross income for KRIS. KRIS would then pay 73.5% of expenses not covered by insurance, LAVONNE would pay the remaining 26.5%.

C. KRIS shall cooperate with LAVONNE her election to continue the medical and hospitalization benefits at her cost provided under the group coverage offered by KRIS' employer. This conversion is in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). KRIS further represents that the present conversion premium is approximately \$73.95 per month. Because of LAVONNE's recent medical history, she represents that she is unable to obtain medical insurance without an exclusion for a pre-existing illness. She agrees to obtain a medical insurance policy covering herself and the children upon her representation and belief that the premium for said policy is approximately \$20.00 per month.

7. LIFE INSURANCE. KRIS further covenants and agrees that he will keep and maintain in full force and effect the life insurance policy presently in existence on his life with his employer, Lyphomed, which has a death benefit equal to his annual salary. He shall designate LAVONNE and the children of the parties as irrevocable beneficiaries of

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said policy to the extent of their entitlements, to-wit: LAVONNE'S maintenance as set forth above and the children's entitlements to KRIS' contribution toward their post high school educations. KRIS agrees to pay or cause to be paid the premiums on said policies and shall execute and deliver to the respective insurer the usual and customary documents used by them to designate the children and LAVONNE as irrevocable beneficiaries as indicated above. Said insurance shall continue until such time as LAVONNE'S entitlements to maintenance cease and the children shall complete their college educations or attain the age of 25, whichever first occurs. The parties will execute whatever documents are necessary to assist the other in removing the present beneficiary designation on their respective insurance policies. They thereafter will waive any claim they have against the other's insurance except LAVONNE'S claim as hereinafter set forth.

8. RESERVATION OF MAINTENANCE BY KRIS

The parties agree that KRIS shall retain whatever claims he has, if any, for future maintenance against LAVONNE until further order of court.

9. DISTRIBUTION OF PROPERTY

The parties agree that the following is an equitable division of the property same being assets acquired during the course of the marriage and prior thereto, reflecting an equitable division of like properties of like values predicated

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upon appraisals and stipulations of the parties.

TO LAVONNE

a) The residence commonly known as ⁴¹⁷ 417 Langley Court, Schaumburg, Illinois

Net Equity \$93,969.68

LAVONNE shall be responsible for all expenses incident to the ownership and occupancy of said residence by her accruing subsequent to the entry of a Judgment of Dissolution of Marriage. She shall hold KRIS harmless and indemnify him therefrom. She shall promptly pay the mortgage, and taxes when due.

b) Her individual retirement account with Savings of America No. 5326341722 \$5,919.23

c) Her individual retirement account with Savings of America No. 532528-13 \$ 85.60

d) The Household Bank account No. 2274411204 \$ 6,531.45

e) The certificate of deposit at Household Bank No. 2274709211 \$106,500.60

f) LAVONNE'S employee thrift plan \$ 2,156.85

g) Household Bank Pledge Account No. 190013513 \$ 2,914.03

h) LaVonne's IRA with Griffin Financial Services \$ 2,358.50

i) LaVonne's cash value of life insurance with Lutheran Brotherhood Policy No. 1152184 \$ 3,517.83

j) LaVonne's cash value of life insurance with New York Life Policy No. 30047768 \$ 1,213.34

k) Household Bank (LaVonne) No. 193083353 \$ 47.33

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l) Meadows Credit Union No.
510145129234

\$ 253.36

k) Cash to accomplish the 55/45 division of assets ~~AFTER DEDUCTIONS~~ (less one-half expected tax liability Kris shall incur in the sale of the Merck stock hereinafter awarded to him) -2,500.00

ACTUAL TOTAL TO LAVONNE IS \$ 236,987.14

TOTAL \$ ~~237,690.04~~ 234,487.14

(LAVONNE'S value is calculated at 55% of the total assets of the estate excluding the profit sharing/pension plans through Miles Laboratories and AJ Gallagher)

TO KRIS

a) The Savings of America Certificate of deposit No. 2310059700 \$106,311.55, minus ~~\$14,722.24~~ to accomplish the 55/45 division of assets after deducting LaVonne's share of the tax liability of \$2,500

94,471.52
~~94,089.21~~

b) The savings account at Household Bank No. 7301316

\$ 875.15

c) Cash value of KRIS' life insurance policy with Banker's Life No. TBL 040199

\$ 3,307.46

d) Cash value of KRIS' life insurance policy with Lutheran Brotherhood No. 98703

\$ 1,109.73

e) KRIS' individual retirement account with Lutheran Brotherhood account No. B2412420

\$ 8,685.98

f) The Merrill Lynch CMA account including 500 shares of Merck stock valued at 80.12 per share minus the \$10,000 line of credit

\$39,350.00

g) KRIS' individual retirement account with Standard Bank of Hickory Hills No. 163500

\$ 5,019.35

h) KRIS' individual retirement account with Merrill Lynch No. 10182801

no value

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i) The parties' interest in Churchfield Limited Partnership, Kris having possession of a check in the amount of \$9,835.74 for which he has represented a tax due of \$7,375.50 \$ 2,460.24

j) Kris' 401(k) plan through Lyphomed Inc. \$43,825.17

k) Household Bank Account No. 193053195 \$ 3.98

l) American National #9791501 \$ 292.75

TAX CREDIT
 (KRIS' total represents 45% of the value of the marital estate excluding pension plans with Miles and AJ Gallagher)

TOTAL	\$ 195,444.02	K.S.
	\$199,019.12	
	2500.00	K.S.
	<u>195,444.02</u>	K.S.

LAVONNE is to receive that personal property at the marital residence except those items set forth on Exhibit "A" attached hereto and made a part hereof.

The parties recently listed Lane's 1985 Ford Mustang automobile for sale. The parties agree that when said vehicle is sold, the proceeds shall be divided 55% to LAVONNE, 45% to KRIS. KRIS shall retain sole ownership in his 1988 Chrysler automobile, LaVonne shall retain sole ownership in her 1986 Pontiac automobile.

10. COLLEGE AND AUTO INSURANCE EXPENSES

After applying the proceeds of the children's educational account balances which are presently \$269.50 in Karlin's account and \$750 in Lane's account, KRIS and LAVONNE shall be responsible for college and school expenses for the schools the children are currently enrolled in and automobile insurance expenses for the children of the parties in the same proportion to their gross incomes as in the example in Paragraph B on Page 8 at the time of need regarding psychological, psychiatric and therapy type expenses. College

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and educational expenses are defined as tuition, books, fees, costs, including fraternity/sorority fees, The automobile insurance expenses shall be maintained until completion of their current educational program or 23 years of age, whichever first occurs.

11. APPLICATION OF THE TAX REFORM ACT OF 1984 AS TO TREATMENT OF TRANSFER OF PROPERTY.

A. LAVONNE and KRIS agree that at the time of the execution of this agreement the Tax Reform of 1984 has been enacted and signed into law.

B. Section 421 of the Tax Reform Act amends Section 1041 of the Internal Revenue Code and permits parties to divorce actions to transfer property between them without causing taxable events and thereby generating taxation. These inter-spousal transfers and transfers between former spouses, will be treated in the same manner as a "gift between spouses", irrespective of the existence or non-existence of the marriage at the time of the transfer and will be deemed a non-taxable, carryover basis transaction, whereby the transferee assumes the adjusted basis of the transferred property.

C. LAVONNE and KRIS desire to bring this agreement under the protection of said law and each therefore agrees that he or she will henceforth treat all cross-over transfers as set forth above between them in a manner and form directed by said law, to the end that they may legitimately avoid creation of a

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multiplicity of taxable events.

D. Additionally the parties likewise wish to conform their agreement to Section 503(e) of the Illinois Marriage and Dissolution of Marriage Act which seeks to categorize such exchanges as those involved in the division of co-owned marital property, thus not constituting taxable events.

11. PENSION/PROFIT SHARING PLANS

KRIS and LAVONNE presently participate in profit/pension plans with their present employers, KRIS having a retirement benefit with a prior employer, to-wit: Miles Laboratories, LAVONNE has a plan with AJ Gallagher. It is the parties intention to grant 50% of their respective plans to each other by Qualified Domestic Relations Orders. They agree to cooperate with one another in the execution and placement of said orders with the respective companies.

12. ATTORNEYS' FEES

The parties shall be responsible for the payment of their respective costs, expenses and attorneys' fees due and owing their respective attorneys' and incurred by them in connection with these proceedings. In addition, KRIS agrees to contribute the sum of FIVE THOUSAND (\$5,000.00) DOLLARS to MASSUCCI, BLOMQUIST, BROWN & JUDSON toward LAVONNE'S attorneys. LAVONNE agrees to be responsible for the balance of attorneys' fees and costs due her attorneys. KRIS further agrees to pay to RICHARD N. MUELLER of MUELLER, ALSPAUGH AND LOFTHOUSE, his

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attorneys fees and costs due said firm.

13. DEBTS

Each party is responsible for any debt incurred in their own names since October 22, 1990 and shall indemnify and hold the other harmless from any liability in connection with those debts.

14. TAX DEPENDENCY EXCEPTIONS

The parties agree that KRIS shall be allowed to take and show both children as dependency exemptions for his income tax purposes provided he pays their educational costs, etc. as hereinabove provided.

15. EXECUTION OF DOCUMENTS

Each of the parties hereto agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

16. MUTUAL RELEASE

That except as herein provided, each of the parties hereto does hereby forever waive, release, and quit-claim to the other party all rights of dower, homestead and all other property rights and claims which he or she now has or may hereafter have, as Husband, Wife, widower, widow, or

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otherwise, by reason of the marital relations now existing between the parties hereto any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purposes of enforcing any or either of the rights specified in and relinquished under this paragraph.

This document constitutes the total and complete Agreement of the parties and shall be submitted to the Court for approval and if approved, shall be made part of the Judgment of Dissolution of Marriage and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the said pending case.

17. CUMULATIVE RIGHTS

Each and all of the various rights, powers and remedies of the parties, or either of them, as set forth in this agreement shall be considered as cumulative, with and in addition to any other rights, powers or remedies of such parties, and no one of them is exclusive of the others or is exclusive of any other rights, powers and remedies allowed by

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law or in equity. The exercise, partial exercise, or non-exercise of any right, power or remedy shall constitute neither the election thereof nor the waiver of any other right, power or remedy. All rights, powers and remedies of the parties hereto shall survive the termination of this agreement.

18. WAIVER OF ESTATE CLAIM

In the event that a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter, each of the parties hereby waives and relinquishes all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto 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 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 he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

19. OTHER REPRESENTATIONS

Handwritten initials or mark.

Handwritten initials "K.S."

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This instrument contains whole and entire the agreement made by and between the parties hereto, and has been examined by each of the said parties, assisted by counsel of their respective choice, and is believed by them to be fair, just and equitable with respect to each of them. There shall be no oral modification or amendment to this agreement and all future modifications, if any, must be in writing, make express reference to this agreement, be signed by both parties, and their signatures must be acknowledged.

20. SUCCESSIVE INTERESTS

Except to the extent otherwise herein specifically provided wherever in this agreement LAVONNE or KRIS so designated, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors, and assigns" had been inserted after each such designation.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures on the day and year first above written.


LAVONNE R. SOELBERG


NILS K. SOELBERG

29 JUN 2010

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 2-21-91

Aurika Pucinski

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

IDENTIFIED	SEARCHED	INDEXED
	SERIALIZED	FILED
MAR 1 1991		
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.		

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