WARCH 20, 1991

00263280 KE: KUBINAS

TO WHOM IT MAY CONCERN:

Stoppenty Ox Coot whether groundless or otherwise triaing therefrom of every kind and nature, actions, causes of actions, suits and controversies, therein, and all costs, charges, damages and expenses, and all claims and demands on the Torren's Certificate of Title #1494736 and in relation to premises described reason of paying off spors: per divorce decree and the registering of the same of Titles, Cook County, Illinois, against all loss or damage to same, arising by Insurance Co shall, at all times shall indemnify and save harmless the Registrar in the amount of 11,000.00 per her divorce decree. Now, therefore, Ticor Title When we will be it position to disburse funds we will issue a check to Judy Rubinas

UNOFFICI

BY: LISA HOOTEN

THIS ZOEN day of March 1991, SUBSCRIBED AND SWORN TO BEFORE ME

L. WAGNER

MY COMMISSION EXPIRES 10/7/94 NOTARY PUBLIC, STATE OF ILLINOIS

Property of Coof County Clark's Office

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Very truly yours,

This is to advise that the actorneys fees in case 90D09286, styled, judith K. Rubinas and Richerd Joseph Rubinas, have been paid in full. Fa . Out . Out .

To. Whom It May Concern:

Матећ 18, 1991

FAX NO. 708 448-9324

6904-844-804

ATTORNEY AT LAW
11212 SOUTH HARLEM
WORTH, ILLINOIS 60482 JAMES L. EBERSOHL

Property of Cook County Clerk's Office

UNOFFICIAL COPY Form #20

Certificate No.	1941736	Document No	395 093 0
TO THE REGISTRAR OF COOK COUNTY, ILLING			
You on the Certificate_	are directed to r	egister the Docu	ment hereto attached additional a
following described	premises, to-wit	:	
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			rt of the West Half ()
			on 3, Township 36 North, to the Plat thereof registered
as Document Numb			
SectionTo	wnship 36 No	rtin, nange /	East of the
Third Principal Mer	idian, Cook Count	CICOR	TITLE INSURANCE ST WASHINGTON STREET TO JILLINOIS 60602
CHICAGO, ILLINOIS	<u>3-21 19 7</u>	<u> </u>	The Office

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STATE	OF	ILLINOIS)	
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, DOMESTIC RELATION DIVISION

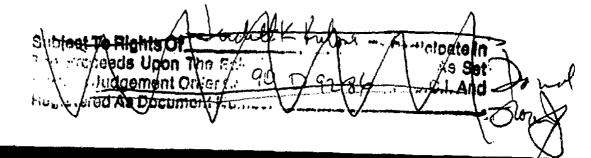
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IN RE THE MARRIAGE OF	,)
JUDITH K. RUBINAS,)) titioner,)
and 🔷) No. 90 D 09286
RICHARD JOSUPP. RUBINA Re	S.) spondent)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

personally served and having been defaulted by order of Court as in cases of default on the stipulation of the parties that the matter be heard on the Petition and Response as in cases of default, the Petitioner, having appeared in open court in person and by actorney and the Respondent, having appeared in open court in person and having filed his appearance and stipulation, the Court having heard the evidence adduced, a Certificate of which is filed herein and now being duly informed FINDS:

- 1. That the Court has jurisdiction of the subject matter and the parties hereto.
- 2. That at the commencement of the within action the Petitione, was comiciled in the State of Illinois and has maintained said domicile for at least ninety days preceding the entry of the within Judgment for Dissolution of Marriage.
- 3. That the parties were lawfully married on July 9, 1977 and said marriage was registered in Cook County, Illinois.



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STATE OF	ILLINOIS	5) }	eu	
COUNTY OF	COOK	<i>,</i> ,	33	
	_	CIRCUIT		0

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

IN RE THE MARRIAGE OF)
)
JUDITH K. RUBINAS	ý
Datitionan	}
Petitioner	,
and) No. 90 D 09286
RICHARD JOSEPH RUBINA	')
Respondent)

PROPERTY SELFLEMENT AGREEMENT

THIS AGREEMENT, made this day of , 1990, in Worth, Illinois, by and between JUDICA K. RUBINAS, Petitioner, (hereinafter called the "wife") and RICHARD JOSEPH RUBINAS, Respondent, (hereinafter called the "husband"):

- 1. The parties hereto were lawfully joined in marriage in Cook County, Illinois, on July 9, 1977, that two children were born to the parties, namely, MICHELLE CHRISTINE, age 11 years and ROBIN LYNN, age 6 years; and the Petitioner is not now pregnant.
- 2. Irreconcilable differences have arisen between the parties as a result of which they separated. The husband has filed a suit for Dissolution of Marriage with the Circuit Court of Cook County, this case is pending and undetermined.
- 3. The parties hereto consider it to their best interest to settle between themselves, the question of maintenance and support for the wife and to fully settle all rights of property and other rights of the parties growing out of the marital

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relationship 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 each other, and all other 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 of claims in and to the estate of the other.

4. The wife had retained as her attorney, James L. Ebersohl, and she has had the benefit of his counsel. The husband has not retained an attorney. The parties acknowledge that each of them has been fully informed of the wealth and assets of the other and his and her respective rights herein.

NOW THEREFORE, in consideration of the mitual 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:

- A. This Agreement shall become effective simultaneously with the entry of any Judgment for Dissolution of Marriage by and between the parties hereto, subject to inspection, approval and ratification by any competent Court as to its justice and reasonableness. Nothing herein contained to the contrary shall constitute an agreement of the parties.
- B. Both parties waive maintenance and understand that they are forever barred from maintenance.

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- C. The parties shall have joint custody of the minor children with the children's primary residence to be with the father.
- D. The wife shall have liberal visitation four days per week. The days of visitation shall be determined by the parties depending upon the wife's working schedule. The parties shall alternate disitation on Holidays.
 - E. The question of child support is hereby reserved.
- residence commonly known as 13501 S. Elm Street, Orland Park, Illinois, to the husband upon the husband paying \$13,000.00 to the wife as and for her interest in the marital residence. The husband shall hold the wife harmless for the outstanding mortgage obligation. The husband shall pay the sum no later than September, 1991. In the event that the proceeds are not paid by that date, the wife shall then receive her share of proceeds based upon the then present value of the residence.
- G. The furniture, furnishings etc. shall be divided equally between the parties.
- H. The husband shall retain as his property the 1982 Caprice automobile.
- I. The wife shall retain as her property the 1982 Granada automobile.
- J. The \$2,200.00 IRA in the name of the husband at Dean Witter shall be the sole property of the husband.
- K. The husband is responsible for all outstanding bills except the Discover Card and any card solely in the wife's name.
 - L. The husband shall maintain medical insurance and is ARC

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responsible for the extraordinary medical, dental and orthodonture expenses of the minor children. The parties are both equally liable for the ordinary medical and dental expenses.

J.K. By

M. As part of the property settlement, the husband shall pay

to the wife the sum of \$500.00 per month-until December, 2001. If perfectional

in the piture, the husband is required to pay child support to

the wife, 'con this sum shall be reduced by the amount the

husband is required to pay. It is understood between the parties

that the \$500.00 per month is maither maintenance nor child

support. The required to pay and the amount the support to the parties

The required to pay and the maintenance nor child

support. The required to pay and the parties of the pay and parties of the parties of the parties of the pay and p

- N. the parties shall be caually liable for the schooling of the children during grammar school and high school. The parties shall be responsible for the undergraduate education of the children based upon their financial ability at the time the children attend school.
- O. Except as hereinabove provided to the contrary, each of the parties hereto does hereby forever relinquish, release, waive and quit-claim to the other party hereto all rights and claims which he or she has or may hereafter have as husband and wife, widow, widower or otherwise by reason of the marital relationship now existing between the parties hereto under 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 and each of the parties hereto further covenants and agrees for himself and his and her heirs, administrators, executors or assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or

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assigns for the purpose of enforcing any or either of the rights specified and relinquished under this paragraph.

- P. That each of the parties agree that they will, upon demand by the other, at any time hereafter execute any and all documents and instruments as may reasonably be required to release their respective interest in any property belonging to the other, except as herein provided; the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights for the parties hereto.
- Q. Each of the parties hereto agrees to indemnify and save harmless the other party as a result of the breach of any of the agreements, covenants and promises berein, including reasonable attorney's fees, Court costs and expenses of any suit that might be filed.
- R. In the event that the Circuit Court of Cook County, State of Illinois, in this cause sees fit to award either party a Dissolution of Marriage from the other spouse upon the evidence presented, then it is agreed that his Agreement shall be submitted to the Court for its approval and if approved, shall be made a part of the Judgment for Dissolution of Marriage entered in such case and thereafter shall be in full force and effect. In the event that the said Court refuses to grant either party a Dissolution of Marriage from the other party, then this Agreement shall be void and of no force or effect whatsoever. In the event that a Judgment for Dissolution of Marriage is entered the Judgment shall provide that the Court shall retain jurisdiction of this cause for the purpose of enforcing the Decree for

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Dissolution of Marriage and this Agreement.

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

STATE OF ILLINOIS)

COUNTY OF COOK

Before me, a Notary Public in and for the County and State aforesaid, personally appeared JUDITH K. RUBINAS who executed the foregoing instrument as her free and voluntary act.

Notary Public, State of Hithous ALT PUE

STATE OF ILLINOIS) SS COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD JOSEPH RUBINAS, who executed the foregoing instrument as his free and voluntary act.

"OFFICIAL SEAL" U JAMES L. EBERSOHL YTARY PUBLIC

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- 4. That at all times the Petitioner conducted herself as a true, faithful and affectionate wife.
- 5. The parties have lived separate and apart since January, 1990, and waive and relinquish the two year requirement of living separate and apart.
- 6. That the parties wish to obtain a Judgment for Dissolution of Marriage without proof of fault.
- 7. That two children were born to the parties, namely: Michelle Christine Rubinas and Robin Lynn Rubinas and no other children were adopted; and the Petitioner is not presently pregnant.
- 8. That the parties have entered into a written setllement agreement, said agreement disposes of all questions of maintenance, support, property rights, and custody; said agreement was presented to the Court of right and in justice ought to be enforced as between them and which is in words and figures as follows:

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WHEREFORE, on motion of JAMES L. EBERSONL, Petitioner's attorney, it is DECREED:

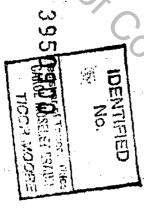
- That the bonds of matrimony between the Petitioner, JUDITH K. RUBINAS, and the Respondent, RICHARD JOSEPH RUBINAS, be and the same are hereby dissolved.
- B. They the agreement entered into between the parties is fair, just and equitable and ought to be enforced as between them and each is directed to comply with all the terms thereof.
- C. That this Court shall retain jurisdiction of the cause for the purpose of enforcing all and sundry the various provisions of this Judgment.

Hereor.						
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EICOR TITLE INSURANCE
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
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I HEREBY DERTIFY THE ABOVE TO BE CORRECT

CLERK OF THE CISCUIT 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.