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

IN RE THE MARRIAGE OF:

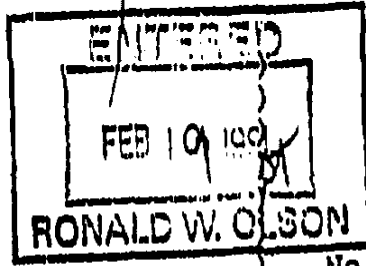
ELIZABETH A. SCHULTZ,

Petitioner,

and

PAUL R. SCHULTZ,

Respondent.



No. 89 D 1896

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming to be heard on the Verified Petition for Dissolution of Marriage filed herein, Petitioner being represented in open Court by her counsel, Schwartz & Freeman, and the Respondent being represented in open court by his counsel Roy F. McCampbell, the Court having heard the evidence presented by Petitioner in support of her Verified Petition, and the Court being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof;
2. That Petitioner is presently a resident of the State of Illinois and has resided within the state for a continuous period of time in excess of ninety (90) days prior to the making of these findings;
3. That the parties were lawfully married on May 4, 1969 in Cook County, Illinois where the marriage is registered and the Petitioner and the Respondent have ceased co-habiting as husband and wife;

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Show no assets, no assets of appeal, show no fees, show no rights of appeal, show no consideration, no support, show \$10,000 from H to W for attorney fees.

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4. That two children were born of the marriage, to-wit: Katy, born on April 10, 1972 and Kristy, born July 31, 1974, and that no children were adopted by the parties and that the Petitioner is not now pregnant;

5. That the aforementioned children are in the custody of the Petitioner and that the Petitioner is a fit and proper person to have permanent care, custody, control and education of said children and such an award would be in the children's best interest;

6. That subsequent to the marriage of the parties, irreconcilable difficulties and differences have arisen between the parties which have caused an irretrievable breakdown in the marriage;

7. That prior to and during the course of the marriage, each of the parties acquired various non-marital property including, but not limited to, miscellaneous clothing, jewelry, furniture and other personal affects;

8. That during the course of the marriage the parties acquired various marital property, including but not limited to a marital residence, cash, savings, pension and profit sharing plans, and automobiles;

9. That the Petitioner is without sufficient income or other resources with which to pay her attorneys' fees and costs incurred in connection with this litigation, but that the Respondent has sufficient financial resources with which to pay and provide for same;

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10. That the Petitioner has proven the material allegations in her petition by substantial, competent and relevant evidence and that this Judgment for Dissolution of Marriage should be entered;

11. That the parties hereto have entered into a Marital Settlement Agreement dated February 19, 1991 concerning the questions of maintenance and support of the wife, the questions of custody, support and education of the children, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, 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 unconscionable and ought to receive the approval of this Court; said Agreement is attached hereto and incorporated herein by reference thereto. IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. That the parties hereto are awarded a Judgment for Dissolution of Marriage dissolving the bonds of matrimony existing between them.

B. That the Marital Settlement Agreement between the parties dated February 19, 1991 and attached hereto, is made a part of this Judgment for Dissolution of Marriage, and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this

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Court; each of the parties hereto shall perform under the terms of this Agreement.

C. That this Court expressly retains jurisdiction of this cause for the purposes of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto, dated February 19, 1991, as hereinabove set forth.

ENTER:

Rudd W. Chou

JUDGE

Feb 19, 1991

APPROVED:

Elizabeth Schultz

ELIZABETH SCHULTZ

P. J. Schultz

PAUL SCHULTZ

LORA E. MINICHILLO
KENNETH H. DENBERG
SCHWARTZ & FREEMAN (90736)
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
312/222-08700

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DATE OF ENTRY OF THIS JUDGMENT INTO THE RECORD TO BE CORRECTED

THIS JUDGMENT IS THE PROPERTY OF THE CLERK OF THE COURT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CLERK OF THE COURT.

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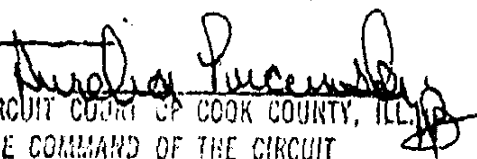
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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-2-91


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.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of February, ^{1991 P.A. 82} ~~1990~~ by and between ELIZABETH SCHULTZ, hereinafter referred to as the "Wife", and PAUL SCHULTZ, hereinafter referred to as the "Husband".

W I T N E S S E T H:

A. The parties hereto were lawfully married in Cook County, Illinois on May 4, 1969.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated in November, 1988 and they now live separate and apart from each other.

C. Two children were born to the parties as a result of the marriage, namely: KATY, born April 10, 1972, and KRISTY, born July 31, 1974. Said children are residing with and are in the care and custody of the Wife. No other children were born to or adopted by the parties and the Wife is not now pregnant.

D. There is litigation pending between the parties in the Circuit Court of Cook County, pursuant to the Illinois Marriage and Dissolution of Marriage Act, as case number 89 D 1896. The case, entitled In Re the Marriage of Elizabeth A. Schultz and Paul R. Schultz, remains pending.

E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best

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interests to settle between themselves the issues arising out of said litigation, including, but not limited to, maintenance, support, custody, visitation, medical and educational requirements of the children of the parties and attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing between them. The parties hereto also consider it to be in their best interests to fully and finally settle any 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, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The Wife has employed and has had the benefit of the counsel of SCHWARTZ & FREEMAN as her attorney. The Husband has employed and has had the benefit of the counsel of ROY F. McCAMPBELL as his attorney. The parties acknowledge that each of them is fully knowledgeable of the wealth, property, estate and income of the other and that each is conversant with all of the property and income possessed by the other and the value thereof.

G. The Husband represents his 1990 net income to be \$2,440.00 per month. The Wife represents her 1990 net income to be \$1,434.72 per month.

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H. Both parties expressly state that they freely and voluntarily enter into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or by counsel for either party other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants made herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties do hereby freely and voluntarily agree to each and every term and provision set forth in this Marital Settlement Agreement.

ARTICLE I

RESERVATION OF RIGHTS

1.1. This Agreement is not one to obtain or stipulate a Judgment for Dissolution of Marriage.

1.2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

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ARTICLE II

CHILD CUSTODY AND VISITATION

2.1. The parties acknowledge that Wife is a fit and proper person to have the custody of the children. They agree that the Wife shall have permanent care, custody and control of the children and that the children shall reside with the Wife.

2.2. The Husband shall have rights of liberal visitation at all reasonable times and places, including but not limited to, weekday visits, a sharing of secular and religious holidays and a sharing of birthdays and other important events and occasions. It is agreed that Husband shall refrain from consuming alcoholic beverages or spirits at least six (6) hours prior to visitation with the children and at all times during visitation with the children. It is also agreed that Husband shall refrain from operating a motor vehicle while in the presence of the children without prior consent of the Wife. If the parties cannot agree to the specifics necessary to carry out the intention of this paragraph, either party may submit the matter to a Court of competent jurisdiction for determination.

2.3. Each party shall keep the other informed as to the exact place where each of them resides, the telephone numbers of said residence, his or her place of employment, the telephone numbers of said place of employment and, if either party travels out of town for any period of time in excess of one week, then such person shall notify the other of his or her destination and shall provide a telephone number where he or she can be reached.

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2.4. Upon request by Husband, Wife shall supply the Husband with copies of grade reports, evaluations and report cards. In the event there are school programs open to parents, the Wife shall inform the Husband of same and take whatever action is reasonable to facilitate his attendance until the youngest child completes high school or is emancipated, whichever occurs first.

2.5. For purposes of this Agreement, "emancipation" of a child of the parties shall mean the event of the marriage of the child, the event of the child making his/her primary residence with someone other than one of their parents, the child's entry into the armed forces, unless drafted or in time of war or the child attaining the age of 18 or graduation from high school, whichever is later.

ARTICLE III

MAINTENANCE AND CHILD SUPPORT

3.1. Husband hereby waives and releases any and all rights that he may henceforth have to claim alimony, maintenance or support from Wife, including any and all rights which he may now or hereafter have in the nature of common law alimony, maintenance or support. Wife shall receive the sum of \$200 per month as and for maintenance or spousal support from Husband for a period of four (4) years from the entry of a judgment for dissolution of marriage in the cause now pending. Said maintenance shall commence on the first day of the month following the date of the entry of the judgment for dissolution of marriage and shall be

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payable on the first day of each month thereafter. Said maintenance terminates upon any of the following events:

- (a) remarriage of Wife;
- (b) death of Wife; or
- (c) if Wife resides with a man on a consistent conjugal basis as defined in Section 510(b) of the Illinois Marriage and Dissolution of Marriage Act.

3.2. This Agreement is intended to be a divorce or separation instrument pursuant to Section 71(b)(2) of the Internal Revenue Code, so that the maintenance paid by Husband to Wife pursuant to Paragraph 3.1 above will be deductible by the Husband (payor) and includible in the income of the Wife (payee). The maintenance payments are made pursuant to and in conformity with Sections 71 and 215 of the Internal Revenue Code of 1986.

3.3. Inasmuch as the children of the parties will be residing with Wife, Husband shall make contributions for child support and shall be responsible for the support of the children in the amount of ~~25 percent of the Husband's net income~~ ^{\$6,100.00 per month} while both children reside with Wife. Child support payments shall commence on the first day of the month following the entry of the judgment for dissolution of marriage and shall be paid during the period of time the children reside with the Wife. In the event that one child moves away from home to attend college or any other post-high school education, and the other child remains residing with Wife, Husband shall pay child support in the amount of ~~20 percent of the Husband's then net income, but no less than~~ ^{\$3,000.00 per month}

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\$488.00 per month as and for support for the child who remains residing with the Wife. In the event that either or both of the children live away from home to attend college or other post-high school education, child support shall be paid for that child or those children only during the months when that child or those children reside with the Wife, including the months of ^{May} June, July, ^{P.S. 8/1} ~~August and September~~, pursuant to the terms set forth above.

3.4. Husband shall provide to Wife, within 30 days of filing, copies of his Federal and State income tax returns for each year child support is due to be paid by Husband. Husband shall claim Katy as a dependent for tax purposes, as applicable, and Wife shall claim Kristy as a dependent for tax purposes, as applicable.

ARTICLE IV

EXTRAORDINARY MEDICAL CARE FOR DEPENDENT CHILD

4.1. Husband shall maintain, hospitalization, medical and dental insurance coverage for each child of the parties until each child completes her high school education and while each child attends undergraduate college or other post-high school education on a full-time basis. Husband shall be responsible for all extra-ordinary medical, surgical, nursing and dental expenses. The term "extraordinary" medical, surgical, nursing and dental expenses, as used herein, shall be deemed to be costs incurred for medical, orthodontic, optical, psychological, psychiatric or surgical care, in addition to hospital costs, and shall not include the costs of routine medical and dental expenses. Wife

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agrees that in the event of a serious illness of either of the children or the need for extraordinary medical, surgical, nursing or dental care for either of them, she will consult with Husband before incurring expenses except in cases of emergency. Husband shall furnish Wife with annual evidence that the insurance provided for hereunder is in full force and effect and shall provide her with all necessary identification cards and cooperate fully in making claims. Husband shall also cooperate with Wife in converting her existing health insurance coverage into an independent contract, if same is available by virtue of the existing policy available from Husband's health insurer for the benefit of Wife.

ARTICLE V

LIFE INSURANCE FOR CHILDREN

5.1. Husband shall maintain a AAL life insurance policy in the amount of \$150,000 on his life with the children as the irrevocable beneficiaries of said life insurance. Said beneficiary designation shall continue in full force and effect until the youngest child completes her undergraduate college or post-high school education or until said child is emancipated, whichever occurs later.

5.2. The Husband shall furnish to Wife annual proof of payment of all premiums on the insurance designated to satisfy the Husband's obligations under this Article.

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ARTICLE VI

EDUCATION EXPENSES

6.1. Husband shall contribute 65 percent and Wife shall contribute 35 percent of any post-high school, undergraduate education of Katy for college, trade school, or the like, including the cost of tuition, supplies, books, registration and other required fees, board and room, assessments and charges, less any contribution toward said expenses made by the child. Any and all payments under this section shall be paid by each party at the time due and neither party shall be required to advance any payment on behalf of the other party.

6.2. Husband shall contribute 65 percent and Wife shall contribute 35 percent of Kristy's high school educational expenses at Walther High School or other private high school, including tuition, books, costs of any testing and other educational-related expenses or school activities. Husband shall contribute 65 percent and Wife shall contribute 35 percent of any post-high school, undergraduate education of Kristy for college, trade school, or the like, including the cost of tuition, supplies, books, registration and other required fees, board and room, assessments and charges less any contribution toward said expenses made by the child. Any and all payments under this section shall be paid by each party at the time due and neither party shall be required to advance any payment on behalf of the other party.

6.3. A parent's obligation under paragraphs 6.1 and 6.2 above is conditioned upon the following, where applicable:

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(a) A child has at that time the desire and aptitude for a trade school or college education;

(b) The trade school or college is limited to no more than five consecutive years after graduation from high school except that the time shall be extended in the case of serious illness;

(c) A child carries the required number of hours, classes or units so that he is considered by the school attended to be a full-time student and a child maintains a passing grade point average as prescribed by the school and the child is making reasonable progress toward a recognized degree program;

(d) Copies of all grade reports of a child are forwarded to both parents by the child and/or the physical custodial parent within thirty (30) days after same are issued;

(e) The Husband and Wife have the financial ability, considering their other expenses and obligations to pay for post-graduate college expenses.

6.3. The decisions affecting the education of a child including the choice of college, shall be made by the child and the parties jointly, and the parties shall consider the expressed preference of a child, the cost of education, the parent's financial means and other reasonable criteria. Neither party shall unreasonably withhold his consent to the expressed preference of a child.

6.4. In the event a child shall be eligible for scholarships, grants, G.I. Bill of Rights (Veteran's Benefits) or the like, the same shall be used by a child before Husband or

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Wife is called upon to pay or contribute to or make up the difference for education.

6.5. A parent's obligation to provide for the above schooling of a child shall terminate upon the occasion of the first of the following events:

- (a) The parent's death;
- (b) A child leaving school for more than one year, except for medical reasons;
- (c) The marriage of a child;
- (d) A child entering the armed force, unless drafted or in time of war;
- (e) A child reaching the age of 23 years, unless the same shall be extended by reason of serious illness or participate in the armed services by draft or in time of war, notwithstanding any other provision in this Agreement.

ARTICLE VII

PROPERTY SETTLEMENT

7.1. The parties to this Agreement have acquired as marital property the following assets:

- (a) Marital residence located at 3009 Maple Street, Franklin Park, Illinois. Said marital residence has a fair market value of approximately \$150,000.00 and is encumbered by a mortgage totalling approximately \$4,000.00;
- (b) Savings and checking accounts, as follows:
 - (i) Schiller Park Bank checking account in Husband's name with an approximate balance of \$800.00;

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- (ii) Leyden Credit Union checking account in Husband's name with an approximate balance of \$150.00;
 - (iii) Midwest Bank and Trust checking account in Wife's name with an approximate balance of \$380.00;
 - (iv) Midwest Bank and Trust savings account in Wife's name with an approximate balance in the amount of \$1,400;
 - (v) St. Paul Federal Bank savings account in the name of Husband and Wife in the amount of \$2,500.00.
- (c) Husband's pension plan with Village of Franklin Park, in the approximate amount of \$32,000.00;
- (d) Wife's pension plan with Dale Foods, in the approximate amount of \$1,200 and Wife's profit sharing plan in the approximate amount of \$15,000;
- (e) 1987 Sunbird automobile, subject to a lien in the approximate amount of \$4,000.00;
- (f) 1986 Parissiane automobile;
- (g) Life insurance policies through AAL and John Hancock Insurance Company insuring Husband's life, in the amounts of \$150,000 and \$10,000, respectively;
- (h) Life insurance policies through AAL and Concordia insuring Wife's life, in the amounts of \$2,500 and \$1,000, respectively; and
- (i) Miscellaneous household furniture and furnishings and miscellaneous personal property.

7.2. Marital Residence

- (a) The parties have listed the marital residence for sale and there is currently pending a contract for the sale of

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the residence. The parties agree to cooperate with their broker to sell the marital residence and in signing all documents necessary to sell the marital residence.

(b) At the closing on the sale of the marital residence, Husband and Wife shall each receive from the proceeds reimbursement of any amounts paid by each of them to prepare the marital residence for sale, including but not limited to repair of the central air conditioning system and painting of the interior of the residence. The remaining net proceeds will be divided with the Husband receiving 35 percent and the Wife receiving 65 percent. For purposes of this Agreement, "net proceeds" is the amount received in relation to the sale of the marital residence, less any sums paid for real estate tax pro rations, real estate broker fees or commissions, closing costs, title charges, and any other expenses incurred in relation to the sale of the marital residence.

(c) Husband agrees that he will pay to the Wife or any third party on the date he receives his distribution pursuant to paragraph (b) above any monies due to be paid by him pursuant to this Agreement which are not paid in full by that date. Husband acknowledges that these monies will be paid only from his share of the proceeds as set forth in paragraph (b) above.

(d) Wife shall continue to reside in the marital residence until closing and shall pay the mortgage and utilities during that time. Wife shall indemnify Husband for said payments. Husband shall pay any real estate taxes due until the closing on the sale of the marital residence. Husband and Wife shall pay equally any

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homeowners insurance due until the closing on the marital residence. All such expenses are to be paid by the parties at the time they are incurred and shall not be advanced by either party on behalf of the other.

7.3. It is agreed by and between the Husband and Wife that Wife shall retain as her separate property the 1987 Sunbird automobile. Husband shall pay to Wife \$3,000.00 within 60 days of execution of the Marital Settlement Agreement as and for his contribution for the payment of the existing lien on the 1987 Sunbird automobile. Wife shall be solely responsible for the remaining balance due on said automobile. Husband shall retain as his separate property the 1986 Parissiane automobile, which is free of any liens and encumbrances.

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7.4. Husband and Wife shall retain as their separate property the life insurance policies and bank accounts in their own names, as listed in paragraph 7.1 above. Husband shall pay to Wife ~~\$9,500.00~~ ^{the sum equivalent to twenty six and 1/2 % (26.5%) of his pension plan (as represented in paragraph 7.1 of this date, in} ~~within 60 days of execution of the Marital Settlement Agreement~~ ^{to total \$2000} in satisfaction of her interest in Husband's pension plan. Wife shall retain her entire pension plan as her separate property. The St. Paul Federal bank real estate tax escrow account shall remain in joint tenancy between Husband and Wife until the closing of the sale of the marital residence, at which time it will be distributed to the parties with Husband receiving 50 percent and Wife receiving 50 percent of said sums. ^{to receive such for each payment of \$1000 to be made by the Husband to the wife by 1/20/70}

7.5. It is agreed by and between Husband and Wife that each shall retain as his/her separate property all household goods and furniture currently in his/her possession. ^{(1) twenty % of said sum, or (2) payment by husband to wife of 26 1/2 % of each pension payment, he receives, no later than 10 (ten) days from the date he receives such payments or (3) lumpsum payment of an amount equal to 26 1/2 % of said plan on the date said payment is made.}

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ARTICLE VIII

DEBTS AND LIABILITIES

8.1. Except as otherwise set forth in this Agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred since the date of separation and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

8.2. Husband shall bear sole liability for any and all debts and liabilities for credit card charges made prior to the date of separation by either party and shall hold Wife harmless with respect thereto.

8.3. Husband shall bear sole liability for any and all liability arising in connection with his 1988 and 1989 federal and state taxes and shall indemnify and hold Wife harmless with respect thereto.

ARTICLE IX

ATTORNEYS' FEES AND COSTS

9.1. Husband shall bear sole liability for the payment of his attorneys' fees and costs and shall indemnify and hold Wife harmless with respect thereto. Husband shall contribute the sum of \$10,000.00 as and for partial payment of attorneys' fees incurred by Wife. Wife shall pay any balance that may be done for her own attorney's fees. Said sum shall be paid from Wife's share of the proceeds from the sale of the marital residence if not paid in full by the date the proceeds are distributed.

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ARTICLE X

GENERAL PROVISIONS

10.1. EXECUTION OF DOCUMENTS. Each of the parties hereby agree to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to 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 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty and personal property.

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10.2. MUTUAL RELEASES. To the fullest extent permitted by law, and except as herein otherwise provided, each of the parties hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow and widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim, or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy, and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees, or assigns, for deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserve the right to dispose, by testamentary disposition or otherwise of his or her respective property in any

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way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

10.3. INCORPORATE - NON-MERGER. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the rights to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment of Dissolution of Marriage.

10.4. CONSTRUCTION OF AGREEMENT

(a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

(b) It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of Judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

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(c) This Agreement shall become effective immediately upon its execution by the parties provided, however, that the parties, either of them, shall obtain approval of this Agreement by a court of competent jurisdiction in conjunction with the entry of Judgment of Dissolution of Marriage.

Elizabeth A. Schultz
ELIZABETH A. SCHULTZ

Paul R. Schultz
PAUL R. SCHULTZ

Property of Cook County Clerk's Office

but in JOINT TENANCY, the following described real estate:

LOT THIRTY TWO (32) LOT THIRTY THREE (33) IN LOER'S SECOND RIVER PARK SUBDIVISION, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED DECEMBER 23, 1889, AS DOCUMENT NUMBER 1203277, BOOK 38 OF PLATS, PAGE 37, IN COOK COUNTY, ILLINOIS.
Known As: 3009 MAPLE STREET, FRANKLIN PARK IL 60131

Office

3956167

3956167

COOK COUNTY CLERK'S OFFICE
RECORDED IN BOOK 38 OF PLATS, PAGE 37
DECEMBER 23, 1889, AS DOCUMENT NUMBER 1203277
FRANKLIN PARK, ILLINOIS

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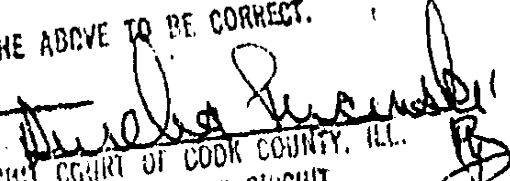
CAROL HOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED	INDEXED
SEARCHED	SERIALIZED
MAYERS	

CARNERS TITLE INSURANCE CORPORATION
 UNIVERSAL LIFE ASSURANCE CORPORATION
 100 SE BARRON, 32ND FLOOR, EAST
 CHICAGO, ILLINOIS 60603
 BOX 354

5 Bobbitt TRAVEL CO INC

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
 DATE 4-2-91

 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.