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Form #20

3960297

Certificate No. 1207437 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1207437 indicated affecting the
following described premises, to-wit:

LOTS 3 AND 4 IN BLOCK 7 IN KERNEY'S SUBDIVISION OF CHICAGO HEIGHTS, BEING A
SUBDIVISION OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. #32-33-305-069
PROPERTY ADDRESS: 3004 BUTLER AVENUE
STEGER, ILLINOIS 60475

Section _____ Township _____ North, Range _____ East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 4-29-1991

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Property of Cook County Clerk's Office

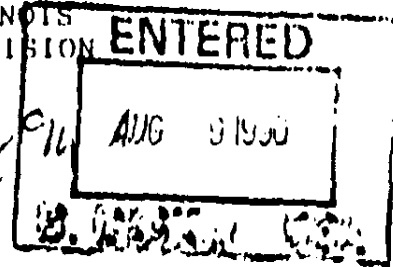
[Handwritten Signature]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ATTORNEY NO. 23914

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



IN RE THE MARRIAGE OF:)
)
JAMES OLEN RISLEY,)
) Petitioner,
)
and)
)
CAROL L. RISLEY,)
) Respondent.

No. 90 D5 01012

HARRY R. BUOSSIO AUG 9 1990

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming before the Court on August 2, 1990, for hearing on the Petition for Dissolution of Marriage of the Petitioner, JAMES OLEN RISLEY, and upon the Pro Se Appearance of the Respondent having been filed, and the Petitioner appearing in Court personally and by his Attorneys, TUCKER, PAVESICH & ASSOCIATES, LTD., and the Court having considered all the evidence and being fully advised in the premises, the Court finds as follows:

1. That the Court has jurisdiction of the parties and the subject matter hereof.
2. That the Petitioner was domiciled in and a resident of the State of Illinois at the time the within action was commenced and has maintained said domicile and residency in the State of Illinois for at least ninety (90) days preceding the making of the findings herein.
3. That the parties were lawfully married on April 8, 1967, and that said marriage was registered at the Office of the Clerk of Cook County, Illinois.

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4. That at all times during the marriage the Petitioner has conducted himself as a true, faithful and affectionate husband towards the Respondent.

5. That irreconcilable differences have caused the irretrievable breakdown of the marriage.

6. That three (3) children were born to the parties as a result of said marriage, namely: MANDY RISLEY, born January 20, 1968, JAMES RISLEY III, born July 1, 1971 and CYNTHIA RISLEY, born September 23, 1973. No children were adopted by the parties and, the Respondent is not presently pregnant.

7. The parties agree that each is a fit and proper person to have custody of the minor child, however, the care, custody, control and education of the minor child shall be granted to the Respondent, CAROL L. RISLEY.

8. That the Court has examined the proposed Marital Settlement Agreement dated July 16, 1990, which the parties have submitted to the Court; that the Court finds that said Agreement was entered into freely and voluntarily by the parties; that same is not unconscionable, that the same is fair, reasonable and equitable under the facts and circumstances of this case and that said Agreement is approved and reads as attached hereto and made a part of this document herein.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. The Petition for Dissolution of Marriage filed herein by Petitioner, JAMES OLEN RISLEY, is granted and the parties are awarded a Judgment of Dissolution of Marriage; that the marriage heretofore existing between the parties be and it is hereby dissolved.

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B. The Respondent is hereby awarded the care, custody, control and education of CYNTHIA RISLEY, the minor child.

C. That the Marital Settlement Agreement entered into by the parties shall be and is hereby expressly made a part of this Judgment.

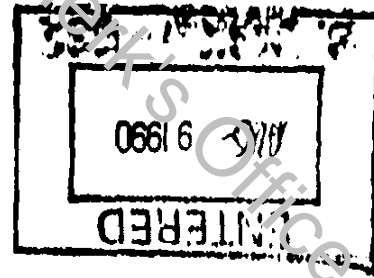
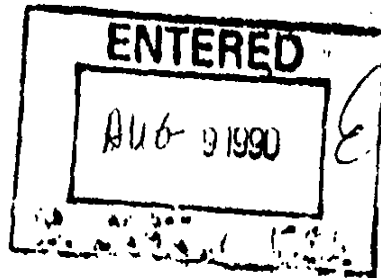
D. That this Judgment constitutes a final judgment, and there is not just cause to delay enforcement thereof or any appeal therefrom.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment and for consideration of reserved matters.

Dated this _____ Day of _____, 1990.

ENTERED

JUDGE



TUCKER, PAVESICH & ASSOCIATES, LTD.
5210 West 95th Street
Oak Lawn, Illinois 60453
(708) 425-9530

JAQ/pb
8/2/90
risley.jdg

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 4-11-98
[Signature]
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.

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this ^{16th} day of July, 1990, by and between CAROL J. RISLEY, (hereinafter referred to as "CAROL" or the "Wife") of the County of Cook, and State of Illinois, and JAMES OLEN RISLEY, (hereinafter referred to as "JAMES" or the "Husband") of the County of Cook, and State of Illinois;

W I T N E S S E T H:

WHEREAS, said parties were heretofore on the 8 day of April, 1967 legally married in Cook County, Illinois; and

WHEREAS, irreconcilable difficulties and differences have arisen between the parties, as a result of which they ceased living as husband and wife for a continuous period of not less than six (6) months; and

WHEREAS, as a result of said marriage, there were born to said parties three (3) children, namely: MANDY RISLEY, born January 20, 1968, JAMES RISLEY, III, born July 1, 1971 and CYNTHIA RISLEY, born September 23, 1973, and the minor child is currently residing with CAROL, the aforementioned wife. No other children were born to or adopted by the parties as a result of the marriage and CAROL is not now pregnant. CAROL and JAMES agree that each is a fit and proper person to have the custody of the children; and

WHEREAS, said husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as case No. 90 D 5 01012, praying that the parties be granted a Judgment of Dissolution of Marriage.

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WHEREAS, certain differences have arisen between the parties which have caused them to determine that they can no longer continue the marriage relationship and cohabit as husband and wife, and that it is the desire of the parties to finally and for all time settle and determine their respective property rights, all dower and homestead rights together with any and all of the rights existing between said parties growing out of the marriage relationship and all other relations that have or might heretofore have existed between them; and

WHEREAS, TUCKER, PAVESICH & ASSOCIATES, LTD, Attorneys for husband advised and informed the wife that the Attorney acted solely as counsel for the husband and does not advise or represent the wife in this settlement. The wife has been advised to secure counsel to represent her in this matter, but the wife has refused to do so; and

WHEREAS, each party has made full disclosure to the other of all properties owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their rights in relation thereto.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable considerations, it is hereby agreed between said parties as follows:

ARTICLE I

Right of Action

This Agreement is not made to obtain or stimulate a Dissolution of Marriage.

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ARTICLE II

Waiver of Maintenance

In the event that the Court should grant a Judgment for Dissolution of Marriage between the parties, said Husband shall, in consideration of the premises of this Agreement, waive and release any and all claims that he may have for Maintenance or Support. Said Husband acknowledges he relinquishes all rights of ever seeking said maintenance or support in this or any other Court. The Wife shall, in consideration of the premises of this Agreement, waive and release any and all claims that she may have for maintenance or support. Said Wife acknowledges she relinquishes all rights of ever seeking said maintenance or support in this or any other Court.

ARTICLE III

Insurance

(1) JAMES has had issued on his life certain policies of life insurance. The total face value and coverage under those policies is a whole life policy with Connecticut National for One Hundred Thousand Dollars (\$100,000.00).

(2) In connection with all of said policies and whether owned by JAMES or CAROL, upon the effective date of this Agreement and from time to time thereafter as may be herein indicated or required, JAMES shall accomplish the following:

~~(A) Deposit the policies with CAROL;~~ *clerk*

(B) Pay the premiums when they become due;

~~(C) Direct that duplicate premium notices and~~ *clerk*

~~receipts be sent to CAROL;~~ *clerk*

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(D) If not already accomplished, he shall change the designated beneficiary ~~to CAROL~~ or any or all of their children in combination or alone, as primary or contingent, revocable or irrevocable beneficiaries, ~~as usual~~ ~~alone, in his sole discretion, shall determine~~ *et al.* *et al.* *et al.*

(E) Pay off and retire in full any outstanding loans on policies and not borrow against those policies in the future;

(F) Renew all policies when required so as to keep them fully effective;

(G) Do all other acts and execute all documents needed to keep the policies in full force and effect and to accomplish all matters set forth above.

ARTICLE IV

Custody of Children

(1) JAMES and CAROL agree that each is a fit and proper person to have the custody of their minor child, CYNTHIA RISLEY, but have decided that the care, custody, control and education of the child shall be with wife.

(2) JAMES shall have unrestricted rights of access to the child by telephone at all times and by personal contact at all such times as he and the child may arrange. Except in cases of emergency where delay caused by prior consultation would pose a threat to a child's well-being, all decisions affecting the child pertaining to her education, discipline, social, moral and religious training, and associations, career training and all other matters in which parental involvement is necessary or beneficial, shall be made jointly by the parties after

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prior consultations as to each decision to be implemented. Not less than twice per month and as often as necessary, the parties shall confer by telephone or in person to review the child's progress and activities. In the event that, after prior consultation, the parties cannot agree as to a proposed decision, the matter shall be submitted to the Circuit Court of Cook County, Illinois for resolution. In the event the Court determines that a party has unreasonably or in bad faith refused to cooperate regarding a proposed decision, that party shall pay all costs and attorney's fees incurred by the other party in such Court proceeding.

(3) Both JAMES and CAROL shall keep each other informed as to the exact place where each of them resides, the phone number of their residences, their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

(4) CAROL shall have the right to remove the minor child to another jurisdiction to reside therein on a permanent basis but she shall first obtain written consent of JAMES, which consent shall not be unreasonably withheld, but in the event the parties cannot agree to the permanent removal then the same shall be determined by a Court of competent jurisdiction upon proper notice and Petition.

(5) The parties have considered seriously the aforesaid custody provisions and determined that they are in the best

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interests of the child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the environment in which the child is being raised or in the conduct of the custodial parent.

ARTICLE V

Visitation with Children

(1) JAMES shall have liberal and unrestricted rights of visitation.

ARTICLE VI

Support of the Children and Related Matters

(1) Except as otherwise provided herein, JAMES shall pay as and for the support and maintenance of the child the sum of Two Hundred Thirty Dollars (\$230.00) per month payable on the first (1st) day of each month directly to CAROL. *Such payments to be made if any only if Carol moves out of the current residence along with the minor child prior to the minor child's emancipation.*

(2) The parties recognize that during the time the child is with JAMES during extended visitation and vacation periods, the cost to CAROL for the child's support will be diminished; however, this was contemplated when the total amount of support was determined and there shall be no abatement or diminution in child support payments at any time when JAMES is exercising his rights to visitation and the child is with him for that visitation period.

(3) JAMES's obligation for the support of CYNTHIA RUSLEY shall continue until the child attains full emancipation.

ARTICLE VII

Medical Dental Optical & Related Expenses

(1) JAMES shall pay for the uninsured hospital,

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surgical, optical and orthodontial care expenses and for the extraordinary uninsured medical and dental care expenses of the child, CYNTHIA RISLEY. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, and drug supplies (except if required in the treatment of serious illness).

(2) JAMES's obligations with respect to the child shall terminate when the child attains full emancipation.

(3) JAMES, at his sole expense, shall obtain and maintain in full force and effect while he has an obligation to pay allowance for the child, a major medical insurance policy covering possible major medical needs of the child. JAMES shall obtain and deposit with CAROL a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder.

(4) On or before thirty (30) days after the effective date of this Agreement, JAMES shall provide CAROL with the necessary forms and documents to enable her to convert his group medical and hospital insurance coverage to her benefit within sixty (60) days after the entry of any Judgment for Dissolution of Marriage of the parties in accordance with Chapters 32 and 73 of the Illinois Revised Statutes.

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ARTICLE VIII

Education of the Children and Related Matters

The parties have agreed to pay for the trade school, college and professional school educational expenses of the minor child ^{and of their son, James O. Risley III.} The parties' individual contributions, however, shall be determined by their respective financial ability to pay as provided within the guidelines contained in Chapter 10, Section 513 of the Illinois Revised Statutes.

ARTICLE IX

Property Settlement

(1) Real Property

Marital Residence - 3004 Butler, Steger, Illinois 60175

JAMES shall continue paying on the home. Upon the youngest child graduating from high school, the house will be sold. CAROL has the first opportunity to buy out JAMES on the house. If she decides not to exercise this right, the home will be listed for sale.

If the house is sold, the proceeds are to be divided equally between JAMES and CAROL.

(2) Furniture, Furnishings and Personal Property

When the home is sold, the property is to be divided equally with one-half (1/2) to JAMES and one-half (1/2) to CAROL.

(3) Bank Accounts

Each party shall keep their sole property, free and clear of any interest of the other, all of the funds on deposit held by that party in any bank or depository, or safety deposit box, and standing in that party's name or that

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of a nominee or any other third party.

(1) Pension and/or Profit Sharing Plans

Upon the effective date of this Agreement, the parties hereto agree to release and assign to each other any interest they may respectively have in the other's pension and/or profit sharing plans with their respective companies or employers. They further agree to execute any and all documents necessary to release their respective right, title or interest.

ARTICLE X

Debts and Obligations

(1) Except as noted herein, CAROL shall save and hold JAMES free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever which were incurred by her for the benefit of herself since the separation of the parties.

(2) Except as noted herein, JAMES shall save and hold CAROL free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever which were incurred by him for the benefit of himself since the separation of the parties.

ARTICLE XI

Taxes and Tax Returns

(1) CAROL shall join with JAMES in the filing of joint Federal and Illinois State income tax returns for the calendar year 1990 and said tax returns shall be prepared and filed by JAMES and he shall attest to their accuracy.

(2) CAROL shall join with JAMES in filing any amendments to joint Federal and Illinois State income tax

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if they jointly desire to do so

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returns previously filed or to be filed by them. These amended returns shall be prepared and filed by JAMES and he shall attest to their accuracy.

(3) Any taxes that may be claimed as due and owing in connection with the filing of any joint Federal and Illinois State income tax returns or amended returns shall be paid by JAMES, and he shall hold CAROL harmless and indemnified on these obligations.

(4) JAMES shall inform CAROL within fourteen (14) days after he has received notice of any deficiency assessments, penalties or refunds with respect to any income tax returns previously filed or to be filed by the parties by sending CAROL a copy of any such notice.

(5) In the event that any refund be allocated to JAMES and CAROL jointly in connection with income taxes paid for the calendar year 1990 or for previous years, one-half (1/2) of any refund award shall be the property of CAROL and the other one-half (1/2) shall be the property of JAMES. The parties shall cooperate in securing payment rather than accepting a credit for such a refund and will obtain and divide equally any tax refund check that may come into the possession of either of them, irrespective of to whom the tax refund check is delivered.

(6) That the parties mutually acknowledge that the transfers of marital properties hereunder has been substantially equal in value with each party acknowledging a species of common ownership in and to the marital properties, and that said transfers of marital property hereunder is an acknowledgment of their respective contributions to the

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accumulated marital estate and in accordance herewith it is the express intent of the parties to avail themselves of the full applicability of Chapter 10, Section 503(c) and (e) relative to all such transfers as being non-taxable events.

ARTICLE XII

General Provisions

(1) Execution of Documents:

Each of the parties agree 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 transfer, convey and 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 and all other rights of the parties hereto.

(2) Mutual Release:

Except as herein provided, each of the parties hereto does forever waiver, 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 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, 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 or herself and his or her heirs, executors, administrators or assigns that he or

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she will never at any time hereafter sue the other party or his or her heirs, administrators or assigns, for the purpose of enforcing any, all or any part of the rights specified in and relinquished under this paragraph, specifically excluding therefrom any rights each party may have to enforce the unexecuted provisions of this Agreement against the other party's estate in connection with obtainment of complete satisfaction of the parties' obligations under this Agreement.

(3) Modification of Agreement by Parties:

This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement. This Agreement shall be construed under the domicile or residence of the Husband or Wife.

(4) Incorporation of Agreement into Judgment:

In the event that the Court sees fit to enter a Decree of Dissolution to either party upon the evidence presented in the pending marital action, then it is agreed that this Agreement shall be submitted to the Court for its approval, and if approved, shall be made a part of the Judgment entered in such cause and thereafter shall be henceforth merged in and become a part of the Court's Judgment. In the event that the Court refuses to enter on behalf of either party a Decree of Dissolution, or in the

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event that the Court shall fail or refuse to approve this Agreement, as executed by the parties, or hereinafter amended, and refuses to order its incorporation and merger into any Judgment herein entered, then this Agreement shall be null and void.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

Carol L. Risley

CAROL L. RISLEY

James Olen Risley

JAMES OLEN RISLEY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

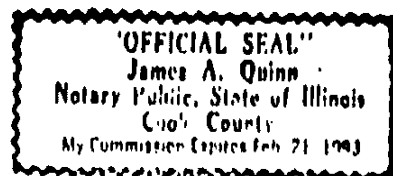
Before me, a Notary Public in and for the County and State aforesaid, appeared CAROL L. RISLEY, personally known to me to be the same person who executed the foregoing Instrument and she acknowledged that she executed and delivered said Instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Carol L. Risley

SUBSCRIBED AND SWORN TO BEFORE ME

this 16th day of July, 1990.
James A. Quinn

Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, appeared JAMES OLEN RISLEY, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

James O. Risley

SUBSCRIBED AND SWORN TO BEFORE ME

this 16th day of July, 1990.

James A. Quinn
Notary Public



TUCKER, PAVESICH & ASSOCIATES, LTD.
5210 West 95th Street
Oak Lawn, Illinois 60453
(708) 425-9530
Attorney No. 23914

JAQ/ph
6/27/90
risley.msa

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CAROL MOSELEY BRANN
RECORDER OF DEEDS
COOK COUNTY

IDENTIFIED
NO. 1
CAROL MOSELEY BRANN
I.T./SCHALL

1620968

5-1237866

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-11-97
Carol Moseley Brann

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS THE STAMP OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW.