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John J. Walsh
Title Operations Officer
Chicago Title Insurance Company
312-630-2335

John J. Walsh

This is to inform your office that Roger Powell, who is owed \$48,859.92 in consideration for the quit claim deed required in Court Case 87D9003, will be paid from proceeds of the mortgage with Sears Mortgage Corporation dated April 19, 1991. Chicago Title agrees to hold the Registrar of Titles harmless from all liability resulting from the acceptance of the above mentioned deed.

Registrar of Titles

May 2, 1991

111 WEST WASHINGTON STREET, CHICAGO, ILLINOIS 60602-2703

CHICAGO TITLE INSURANCE COMPANY



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20100602192

REGISTER OF DEEDS
COOK COUNTY, ILLINOIS
CHICAGO, ILL.

RE: ATTORNEYS FEES

873 5003

To whom it may concern:

We the undersigned, Attorneys of

Record for ~~the~~ KATHRYN POWELL

and ROGER POWELL CERTIFY THAT OUR

ATTORNEY'S FEES HAVE BEEN PAID IN

FULL

~~DEBORAH L. ZELDEN~~
Attorney for ROGER POWELL

~~MAURICE L. SPENCER~~
Attorney for KATHRYN POWELL

POWER

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0 3 9 5 2 1 7 2 Form #20

3962192

Certificate No. 955913 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 955913 indicated affecting the
following described premises, to-wit:

DESCRIPTION OF LAND

_____ 3962192
_____ 20
_____ 27

~~In~~ BLOCK FOUR (4), in Oliver Salinger & Co. L. Terminal Subdivision, being a Subdivision of
the East Quarter (¼) of the West Half (½) of the North East Quarter (¼) of Section 16, Town 41 North,
Range 13, East of the Third Principal Meridian, (excepting from said East Quarter (¼) that part
thereof lying West of the East Twenty (20) acres of the West Half (½) of the North East Quarter (¼)
aforesaid;

At _____

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

[Signature]

CHICAGO, ILLINOIS 5-3-91

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of this action and have been residents for a period in residents of the State of Illinois as the commencement 2. That both the Petitioner and the Respondent were

the subject matter of, this cause. 1. That this Court has jurisdiction of the parties to, and

DOTH FIND:

and being fully advised in the premises, support of her said Petition, and having heard argument of counsel Court and having heard the evidence adduced by the Petitioner in Petitioner, KATHRYN POWELL, the Petitioner being present in open the duly verified Petition for Dissolution of Marriage of the be heard as an uncontested matter as in cases of default, upon differences and having entered into a Stipulation that this cause this Court on motion and the parties having resolved their This cause coming on to be heard, having been set before

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8001

JUDGMENT FOR DISSOLUTION OF MARRIAGE

B. DISKO 532
DEC 16 1988
ENTERED

NO. 87 D 9003

3

Respondent.
ROGER POWELL,
and
Petitioner,
KATHRYN POWELL,
IN RE THE MARRIAGE OF:

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

10829

[Signature]

[Handwritten signature]

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excess of 90 days prior to making of these findings.

3. That the parties hereto were lawfully joined in marriage on, to-wit: the fourth day of January, 1964 in Skokie, Illinois, said marriage being registered in Cook County, Illinois; and that they have ceased cohabiting as husband and wife.

4. That five (5) children were born to the parties as a result of the marriage, to-wit: Barbara, age 23; Christine, age 22; Sharon, age 20; Michele, age 16, and Daniel, age 14. No other children were born to or adopted by the parties and the petitioner is not now pregnant.

5. That the Petitioner has proven grounds for dissolution of marriage recognizable under the laws of the State of Illinois, without cause or provocation on the part of the Petitioner.

6. That the Petitioner, KATHRYN POWELL, is 42 years of age; and is employed in the clerical department of Sears, Roebuck and Co.; and currently resides at 9215 North Lawler Avenue, Skokie, Illinois 60076. That the Respondent, ROGER POWELL, is 45 years of age; and is self-employed in the graphic arts industry; and resides at 7417 North Kenton, Skokie, Illinois 60076; that he has been a resident of the State of Illinois 90 days prior to the filing of this action.

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result of the marriage, Barbara, age 23; Christine, age 22;
WHEREAS, five (5) children were born to the parties as a
occurring without cause or provocation by the wife, and
repeated acts of mental cruelty against the wife, such actions
WHEREAS, the husband has been guilty of extreme and
January 4, 1964, and
WHEREAS, the parties were married at Skokie, Illinois on

WITNESSETH

hereinafter referred to as the "Husband";
POWELL, hereinafter referred to as the "Wife", and ROGER POWELL,
November 1988, at Skokie, Illinois, by and between KATHRYN
THIS AGREEMENT, made and entered into this 1st day of

MARITAL SETTLEMENT AGREEMENT

which agreement is in words as follows:
all marital and non-marital property, and other matters,
owns or may hereafter acquire, including division of
property, income or estate which either of them now
the respective rights of each party in and to the
of custody, visitation, maintenance, child support,
marital settlement agreement concerning the questions
7. That the Parties hereto have entered into a written

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interest settle between themselves, now and forever, all matters

WHEREAS, the parties hereto considerate it in their best

available to the other, and

documents supporting the financial status of each party has been

the other and the opportunity for examination of pertinent

of the parties have been fully and completely disclosed each to

Further, all records relating to the holdings, assets, and property

informed of his and her respective rights in such property.

property, estate, income of the other and that each has been fully

he and she is individually conversant with all the wealth,

property, estate, and income. Each party also acknowledges that

that each has been fully informed of the other party's wealth,

of Jerome J. Zeiden, as his attorney. The parties acknowledge

attorneys; the Husband has had the benefit, counsel and advise

and advise of Robert A. Fisher and Mayme F. Spencer at her

WHEREAS, the wife has employed and has the benefit, counsel

Powell, Respondent, and

In Re, the Marriage of Kathryn Powell, Petitioner and Roger

Illinois, under docket number 87D 9003, and said cause is entitled,

Dissolution of Marriage in the Circuit Court of Cook County,

WHEREAS, the wife is filed against the Husband in action for

that she is not now pregnant, and

no children were adopted by the parties and the wife acknowledges

Sharon, age 20; Michele, age 16; and Daniel, age 14. That

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b) Alternating holidays commencing with Columbus Day hours per week.

a) Visitation with each child a minimum of four (4)

2. The Husband shall have visitation as follows:

the two (2) minor children, namely MICHELE and DANIEL.

1. The wife shall have the care, custody and control of

CUSTODY AND VISITATION OF THE MINOR CHILDREN

ARTICLE II

hereafter be brought by the wife.

hereafter bring and defend the action brought or which might

to prosecute any action for dissolution of marriage which he may

or which he may hereafter bring. The Husband reserves the right

bring and defend any action which has been brought by the Husband

dissolution of marriage which she has brought or may hereafter

2. The wife reserves the right to prosecute any action for

dissolution of marriage.

1. This agreement is not one to obtain or stimulate a

ARTICLE I

voluntarily agree as follows:

which is hereby acknowledged, the parties do hereby freely and

and valuable consideration, the receipt and sufficiency of

promises and undertakings herein contained and for other good

NOW THEREFORE, in consideration of the mutual and several

of the income property of the state of the other;

arising out of their marriage, each having been fully advised

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1. The Husband shall pay to the Wife as in for support and maintenance for Michele and Daniel, the minor children of the parties, the sum of five Hundred Dollars (\$500.00) per month. The support payment shall not be paid through the Circuit Court of Cook County, but shall be paid directly to the Wife between the first day and the tenth day of each month, commencing with

CHILD SUPPORT AND MAINTENANCE

ARTICLE III

lifestyle or best interest. nature that would be contrary to the children's proper influences or experiences of a detrimental or perverse

e) Neither party shall expose the children to parties agree as provided above in Paragraph 2 (c). d) There shall be no overnight visitation, unless the and they live in a separate place of residence.

required although the party's marriage may be dissolved with each parent so as to give the children the security foster a close and wholesome relationship by the children the children; it being the intention of the parties to conducive to the best interest and welfare of and on such specific terms and conditions as are visions as above set forth, and as set forth below, specific visitation periods in addition to the pro- right to alter, modify or otherwise arrange for other c) The parties by written agreement shall have the

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Michèle's parochial school tuition for her last year in high school, maintenance as above set forth, shall be responsible only for school. The Husband shall in addition to the support and

4. Both of the minor children at present attend parochial

shall occur for the remaining child.

payment shall continue until the events as hereinabove set forth

(20%) of his net take home pay, whichever is greater, and said

two Hundred fifty Dollars (\$250.00) per month, or twenty per cent

then in that event the Husband shall pay to the wife the sum of

the occurrences as hereinabove set forth in Paragraph 2

3. Upon the first of the children to fall under any of

summer-time employment.

but excluding as a measure thereof, part-time or

d. the child or children becoming fully emancipated,

c. the child or children's death; or

b. the child or children's marriage;

a. the children attaining majority;

continue until the first to occur of the following events:

Judgment for Dissolution of Marriage and said obligation shall

Marriage Act. The payment shall commence with the entry of the

income as defined by the Illinois Marriage and Dissolution of

is equivalent to twenty percent (20%) of the Husband's net

2. The sum of Five Hundred Dollars (\$500.00) per month

the entry of the Judgment for Dissolution of Marriage.

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Handwritten initials: K.P. 10/20

Handwritten notes: Five 500.00, 20%, K.P.

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2025/1/15

and the child's condition.

of the hospital and/or physicians caring for the child or children
However, as soon thereafter as possible, wife shall inform Husband

where the child's life or health might be imperiled by delay.

to consult with the Husband shall not apply in cases of emergency

It is further understood by both parties that the wife's obligation
shall mutually agree upon the doctor or hospital for treatment.

his written approval before incurring the expenses, and the parties
medical care, the wife shall consult with the husband and obtain

need for hospital, surgical, optical, orthodontic, or extra ordinary
2. In the event of serious illness of the children, or the

for the minor children.

notice and within a reasonable time thereof, will secure coverage
expenses. Should wife leave her employment, the husband upon

covers all medical expenses, both major medical and ordinary

reimburse her monthly. The HMO Health Insurance policy now

showing the insurance expense for the children only, and he shall
children, wife shall provide to husband a monthly statement

for her own insurance and for the exclusive costs of insuring the
and husband shall reimburse her for the difference of the insurance

coverage for the minor children through her place of employment,
1. The wife shall maintain her HMO Health Insurance

MEDICAL, DENTAL AND RELATED EXPENSES FOR THE CHILDREN

ARTICLE IV

and shall not be responsible for the tuition of Daniel.

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Tempo automobile, and make all payments therefor and hold Husband
 The wife shall have for her sole and exclusive use the Ford
 the Ford LTD, make all payments therefor and hold wife harmless.
 3. The Husband shall have for his sole and exclusive use
 divided equally between the parties.

the judgment for dissolution of Marriage, the stock is to be
 Commonwealth Edison stock in joint tenants. Upon the entry of
 2. At present the parties own forty-three (43) shares of
 equipment including cameras, and hunting-reloading equipment.
 exception that Husband shall be entitled to any and all darkroom
 and furnishings owned by the parties have been divided with the
 1. The parties hereto agree that all household furniture

PROPERTY SETTLEMENT

ARTICLE VI

proper notice and petition.
 Court of competent jurisdiction shall make the determination upon
 attended the child, or in respect to any of the foregoing, a
 that the parties cannot agree upon the school or college to be
 school shall be made jointly by the parties, and in the event
 including the choice and attendance at a certain college or trade
 2. Decisions affecting the education of the children
 Dissolution of Marriage Act.

and wife pursuant to Section 513 of the Illinois Marriage and
 child or children shall be the joint obligation of both Husband
 1. The college education or trade school expenses of the

EDUCATION OF THE CHILDREN

ARTICLE V

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Upon the effective date of this Agreement, if not already

DEBTS AND OBLIGATIONS

ARTICLE IX

as a dependent for Federal and State Income Tax purposes.

and State Income Tax purposes, and Husband shall claim Daniel

2. Wife shall claim Michele as a depend for Federal

the sum of \$1,809.87, representing one-half of 1986 Income Tax Refund.

Husband shall pay to Wife upon the entry for judgment for Dissolution

Service has taken and diverted the Tax Refunds for 1986, and 1987.

1. Both parties acknowledge that the Internal Revenue

TAX REFUNDS AND EXEMPTIONS

ARTICLE VIII

present or future, and any pension and profit sharing plans.

right to spousal maintenance, one from the other, whether past,

and are economically self-sustaining and therefore waive any

The parties hereto agree that each is gainfully employed,

MAINTENANCE

ARTICLE VII

and all personal effects presently in their respective possession.

5. The parties hereto agree that each shall retain any

presently standing in their respective names alone.

saving accounts, stocks, bonds, and any and all other securities

their sole and exclusive property, their respective bank accounts,

4. The parties hereto agree that each shall retain as

Wife; said automobile to be used for the benefit of the children.

harmless, The title to the Toyota will be transferred to the

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property and the wife, with receipt of Five Thousand
agreed to buy out his right, title and interest in and to said
Thousand Five Hundred Dollars (\$52,500.00) and that wife has
agreed that his equity portion of the property is Fifty-Two
One Hundred Five Thousand Dollars (\$105,000.00). Husband has
It is further agreed that the net equity in the property is
of approximately Twenty-Three Thousand Dollars (\$23,000.00).
with a 1st mortgage and a 2nd mortgage with a combined total
Twenty-Eight Thousand Dollars (\$128,000.00) and is encumbered

2. The marital home has been appraised at One Hundred
aforsaid.
of the West Half (1/2) of the North East Quarter (1/4)
part thereof lying West of the East Twenty (20) acres
Meridian, (excepting from said East Quarter (1/4) that
16, Town 41 North, Range 13, East of the Third Principal
Half (1/2) of the North East Quarter (1/4) of Section
a Subdivision of the East Quarter (1/4) of the West
Oliver Saling & Co's L. Terminal Subdivision, being
fee of Lot Twenty Seven (27) in Block Four (4), in
All of Lot Twenty Six (26) and the South Ten (10)

joint tenants. The property is legally described as follows:
known as 9215 North Lawler Avenue, Skokie, Illinois 60077 as

1. The parties are present owners of the property commonly

REAL PROPERTY

ARTICLE X

by her and she shall keep and hold the Husband harmless thereon.
the wife shall liquidate said debts and obligations so incurred
subsequent to the date the parties enter into this Agreement,
the event of the use of said credit cards for any purpose
relate to the actual or contingent liability of the Husband. In
cards heretofore issued or possessed by her which credit cards
accomplished, the wife shall deliver to the Husband all credit

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insurance & real estate taxes. She shall also be responsible for the shall be responsible for the payment of the 1st and 2nd mortgages,

5. While the wife resides in the marital residence, she the wife.

further agreed that all remaining proceeds shall be payable to Forty and 08/100 (\$3,640.08) for one half of the pension. It is remaining balance, minus the sum of Three Thousand Six Hundred

sale, the husband shall receive fifty percent (50%) of the reasonable and customary closing costs from the proceeds of the marital residence shall be sold, after the deduction of all

4. Upon the first of any of the foregoing events, the sex who is not her husband.

d. The wife cohabits with a member of the opposite time employment;

excluding as a measure thereof, part-time or summer-Nineteen (19) or becomes fully emancipated, but

c. The youngest child, Daniel reaches the age of

b. The wife's death; or

a. The wife remarries;

first to occur of the following events:

possession of the marital residence of the parties until the

3. The wife shall have the sole and exclusive use and

this Agreement, execute a quit claim deed to the wife.

of the pension, in accordance with the terms and conditions of Six Hundred and Forty and 08/100 (\$3,640.08) representing one-half Five Hundred Dollars (\$52,500.00), less the sum of Three Thousand

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defend and hold Husband harmless from same.

that she will pay off the first and second mortgage and save,

of the events as set forth in this ARTICLE occurs, wife, agrees

7. In the event that wife exercises her option, or if one

the market.

licensed real estate broker with which to place the property on

in ninety (90) days, Husband shall be allowed to choose a

and further, that in the event that the property is not sold with-

licensed real estate broker who has been given an exclusive listing,

with cancellation provisions. Husband is to be informed of the

broker with an exclusive listing for ninety (90) days only

property shall be put up for sale with a licensed real estate

day subsequent to the nineteenth (19) birthday of Daniel, the

the nineteenth (19) birthday of Daniel, then in that event on the

option, and the last event to occur as hereinabove set forth is

date of her notice. In the event that wife does not exercise her

and shall close the transaction within sixty (60) days from the

she shall give Husband thirty (30) days notice of her intention

one-half of the pension. If wife intends to exercise said option,

Thousand Six Hundred and Forty and 08/100 (\$3,640.08) representing

Thousand Five Hundred Dollars (\$52,500.00) less the sum of Three

of Husband as hereinabove set forth, said amount being Fifty Two

of the events as set forth in this ARTICLE to buy out the interest

6. Wife has the option at any time prior to the happening

arising from her responsibilities as set forth in this ARTICLE.

and hold the Husband harmless for any action, cause or claim

maintenance and upkeep of the property, and shall further indemnify

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and costs.

Each party shall be responsible for their own attorneys fees

ATTORNEYS FEES

ARTICLE XII

said policy or cancel said policy.

Husband may when each child reaches eighteen (18) continue

fifty thousand dollars (\$50,000.00) and shall be irrevocable.

life for each of the minor children. Each policy shall be

1. Husband agrees to provide life insurance on his

LIFE INSURANCE

ARTICLE XI

from same.

said liability and shall save, defend and hold wife harmless

the I.R.S. liability from Powell Litho, shall settle and pay

9. Husband further agrees that he shall be responsible for

from same.

of funds advanced, and shall save, defend and hold wife harmless

claims that his mother HELEN POWELL may have for reimbursement

8. Husband agrees that he shall settle any and all

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... and to the extent of law permitted to do so, and

General Provisions

as obligated

any and all such documents in the place and stead of the party herein

Court of Cook County, Land Title Division, to execute and deliver

the parties designate any judge or associate judge of the Circuit

documents required for the transfer of real estate property hereunder,

To further implement the execution and delivery of any and all

of all rights hereinabove designated to be relinquished and waived.

conveyed, and a full, present and effective relinquishment and waiver

rights hereinabove designated to be transferred, assigned and

a full and present transfer, assignment and conveyance of all

Agreement shall, and it is hereby expressly declared to, constitute

shall fail or refuse to execute any such documents then this

herein agreed and provided. If either party hereto for any reason

ownership of the several properties of said parties in the manner

of this Agreement and establish of record the sole and separate

documents which may be necessary or proper to carry out the purpose

from time to time, to execute, acknowledge and deliver any and all

hereto, as hereinabove provided, and thereafter, at any time and

proper to vest the titles and estates in the respective parties

of this Agreement, good and sufficient instruments necessary and

shall execute, acknowledge and deliver upon the effective date

Except as otherwise provided, each of the parties hereto

GENERAL PROVISIONS

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10/10/2010

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and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, dower, inheritance, descent, distribution, community interest and all other rights, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonable required to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the effect of the obligation on the part of the other to comply with the provisions of this Agreement, or the release of either party under this Agreement.

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shall be incorporated into any such judgment for dissolution of
pending between them, this Agreement and all of its provisions
hereafter obtaining a dissolution of marriage in the case presently

4. In the event either husband or wife at any time

under this Agreement.

with the terms of this Agreement, or the rights of either party
release by either party of the obligation of the other to comply

herein contained shall operate or be construed as a waiver or

restriction or limitation whatsoever; provided, however that nothing

property in any way that he or she may see fit, without any

dispose, by testament or otherwise of his or her respective

each of the parties hereto respectively, reserve the right to

same manner as though the parties hereto have never been married,

shall descend to the heirs at law of such deceased party, in the

the estate of such deceased party, if he or she dies intestate,

hereafter to apply for letters of administration in any form, and

operate as a relinquishment of all rights of the surviving party

either of the parties hereto die intestate, this Agreement shall

of which the other party may die seized or possessed, and shall

all right to inherit by intestate succession any of the property

of the other party, and each of the parties does further relinquish

administrator or administrator-with-the-will-annexed of the estate

hereto hereby waives and relinquishes all rights to act as

Except as herein otherwise provided, each of the parties

3. Waiver of Estate Claim:

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marriage, either directly or by reference, by in no event shall this Agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case brought by husband and referred to heretofore. The court of entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

5. This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties are residents of Illinois. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

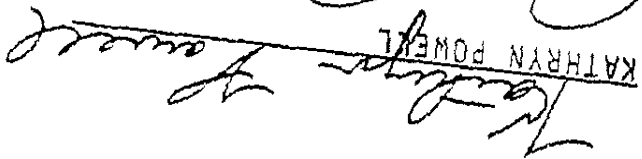
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ROGER POWELL


KATHRYN POWELL

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

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Handwritten notes and signatures, including "OK" and "Property of Cook County Clerk's Office".

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and hold husband harmless from same; reimbursement of funds advanced, and shall save, defend, that her brother-in-law, MICHAEL GUNDERSON, may have for 11. Wife agrees that she shall settle any and all claims

defend, and hold husband harmless from same. have for reimbursement of funds advanced, and shall save, that her mother and father, JAMES and ANNETTE ZEDNIK, may 10. Wife agrees that she shall settle any and all claims

The following is added to Article X - Real Property.

ADDENDA TO AGREEMENT

Marriage Dissolution of Marriage Act. Notwithstanding pursuant to and under Section 502 (f) of the Illinois terms, shall be henceforth modifiable by this Court, asserted by the parties, and said Agreement, by its reasonable and not unconsciously in its terms, as hereby approved and expressly found to be fair,

and Dissolution of Marriage Act, and said Agreement is under the appropriate sections of the Illinois Marriage henceforth be modifiable by the Court pursuant to and parties dated the 17th day of November, 1988, shall

B. That the Marital Settlement Agreement between the from the other.

hereto are granted a dissolution of marriage, one ROGER POWELL, are hereby dissolved and the parties Petitioner, KATHRYN POWELL, and the Respondent, A. That the bonds of matrimony existing between the

as follows:

statute in such case made and provided, does adjudge and decree Court by virtue of the power and authority therein vested by the IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this

provisions is accepted and approved by the Court.

other evidence, the said Agreement and all its terms and circumstances of the parties being established by testimony and

as submitted to the Court for its consideration and the

And the Court having considered the Agreement of the parties

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such approval of said agreement herein, said Agreement by its specific terms, shall not be merged into this judgment but shall continue to have independent legal significance without the ambit of this judgment and shall be subject to enforcement, as well as enforced by this Court by way of summary proceedings.

C. That the care, custody, control and education of the minor children of the parties shall be, and hereby is, awarded to the wife until further Order of this Court in accordance with the terms and conditions of the Marital Settlement Agreement entered into between the parties on November 1, 1988.

D. That both parties be and hereby are forever barred from asserting any rights or claims against the other for support or spousal maintenance past, present, or future, both parties marital and property rights having been fully disposed of in the Marital Settlement Agreement of November 1, 1988, as approved by this Court.

E. That the inchoate, or other rights of dower, homestead, claim or title, contingent, reversionary or otherwise, and any right of curtesy and descent, and all other rights and claims of each party in and to the property of the other party, real, personal or mixed, shall be and the same are hereby forever relinquished, released,

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barred and ended; and that during their respective
lifetimes each of the parties hereto may deal with his
or her separate estates as if the said parties hereto
have never been married to each other, and upon the
death of either of them, the property, real, personal
or mixed, then owned by him or her shall pass by his or
her will, or under the laws of descent (as the case may
be), free from any right, statutory or otherwise,
inheritance, dower, title or claim of the other party,
and as if the parties hereto have never been married to
each other; that neither the Petitioner nor the
Respondent herein shall, at any time hereafter, sue the
other of them or his or her heirs, executors,
administrators or assigns, for the purpose of enforcing
any or either of the rights relinquished, waived,
discharged, released, barred and terminated hereunder;
provided, however, that nothing herein contained shall
operate or be construed as a waiver or release by
either party of the obligation on the part of the other
party to comply with the provisions of this judgment
and the terms of the Agreement dated
November 1, 1988, incorporated therein.

F. Each of the parties shall execute, acknowledge and
deliver good and sufficient instruments necessary to
properly vest the titles and estates in the respective

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UNOFFICIAL COPY

STATE OF ILLINOIS
CLERK OF THE CIRCUIT COURT

JEROME J. ZELDEN
4711 West Golf Road
Suite 807
Skokie, IL 60076
(312) 679-8100
Attorney's Office
CH10829

DATE:

ENTER:

JUDGE

parties hereto as provided in the Agreement of
November 4, 1988, incorporated herein, and
hereafter at any time and from time to time to execute,
acknowledge and deliver any and all documents which may
be necessary or proper to carry out the purpose of said
agreement and establish of record the sole and separate
ownership of the several properties of said parties in
the manner therein agreed and provided.
6. This Court hereby expressly retains jurisdiction of
this matter for the purpose of enforcing all and
singular the terms and provisions of this judgment for
dissolution of marriage, including all and singular the
terms and provisions of the Agreement made in writing
by and between the parties hereto under the date of the
1st day of November, 1988, and the parties are
hereby directed and ordered to comply with the terms
and conditions of said Agreement

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UNOFFICIAL COPY

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.

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4-22-91

Property of Cook County Clerk's Office

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91 MAY -3 PM 3:48
CAROL MOSELEY BRAUN
RECORDER OF DEEDS
COOK COUNTY

IDENTIFIED No.	PROPERTY OF COOK COUNTY CLERK OF THE CIRCUIT COURT CAROL MOSELEY BRAUN C. FARRELLY
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73-01-908