

UNOFFICIAL COPY 3978310

Release (Satisfaction) of Judgment (Employer) (Garnishee)

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF

ELAINE M. PEABODY,

Petitioner

JAY L. PEABODY,

Respondent.

No.

3978310

3978310

RELEASE (SATISFACTION) OF JUDGMENT

...ELAINE M. PEABODY....., the ... Petitioner and Judgment Creditor... (judgment creditor)(assignee of record)

....., having received full satisfaction and payment, releases the judgment entered on 5/31/91 againstJAY L. PEABODY,.....for \$17,000.00.....

Pursuant to paragraph 6 of the Marital Settlement Agreement attached and made a part of the Judgment June 3rd 1991... for Dissolution of Marriage entered in the above entitled matter

Approved:

William R. Jacobs, II
Attorney of record

WILLIAM R. JACOBS, II
Attorney for petitioner
601 Lee Street
Des Plaines, Il. 60016
(312) 824-6822
Atty No.70326

RECORDED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS

DATE

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 3, 1991.

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT
DATE 10-11-2011

[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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Form #20

Certificate No. 1507662 Document No. 3978310

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1507662 indicated affecting the
following described premises, to-wit:

(NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of Cook in the
State of Illinois, to wit:

LOT THIRTY FOUR (34) in Block Three (3), in New England Village Unit Two, a
Subdivision of part of the Fractional Southwest Quarter (1/4) of Section 18,
Township 41 North, Range 10, East of the Third Principal Meridian, according to
Plat thereof registered in the Office of the Registrar of Titles of Cook County,
Illinois, on April 7, 1977, as document number 2930491.

EXEMPT UNDER PROVISIONS OF
SECTION 4, REAL ESTATE TRANSFER
TAX ACT
DATE BUYER, SELLER OR REVERSE
TAXPAYER HAS FILED
TAX MAPS HERE

07-18-307-008

Section 18 Township 41 North, Range 10 East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS July 8th 1991
William R Jacobs

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3. The parties were married on September 25, 1988 in Itasca, and said marriage was registered at Du Page County, Illinois.

4. That no children were born to or adopted by the parties and the petitioner is not now pregnant.

5. That the petitioner and respondent have been living separate and apart for a continuous period of time and that irreconcilable differences have caused the irretrievable breakdown of the marriage.

6. The petitioner has proved the marital allegations of the Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein.

7. The parties hereto have entered into a Marital Settlement Agreement dated April 25th, 1991, concerning the questions of 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; and it is in words and figures as follows;

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED as follows:

A. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, ELAINE M. PEABODY, and the respondent, JAY L. PEABODY,

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are hereby dissolved.

B. The Marital Settlement Agreement between the petitioner and respondent, dated April 25th, 1991, and hereinabove set forth in full, 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 Court; each of the parties hereto shall perform under the terms of said Agreement.

C. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

D. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital

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Settlement Agreement made in writing between the parties hereto dated April 25th, 1991, as hereinabove set forth.

ENTER:

| | |
|------------------------------|---------------------|
| ENTERED | |
| CLERK OF THE CIRCUIT COURT | |
| AURELIA PUCHINSKI | |
| MAY 31 1991 ^{11:20} | |
| JUDGE | <u>J. J. Beatty</u> |
| DEPUTY CLERK | <u>RB</u> |

J U D G E

APPROVED:

Claire Reabody
petitioner

Jay Reabody
respondent

WILLIAM R. JACOBS, II
601 Lee Street
Des Plaines, Il. 60016
(708) 824-6822

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RECEIVED IN THE CIRCUIT COURT OF COOK COUNTY
MAY 31 1991 11:20 AM
CLERK OF THE CIRCUIT COURT
AURELIA PUCHINSKI
4

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

10-11-79

David H. Cook
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

91D 8170

THIS AGREEMENT is made and entered into this 25th day of April, 1991, by and between ELAINE M. PEABODY, social security number 340-66-1308 of the county of Cook, and State of Illinois, hereinafter referred to as the "wife", and JAY L. PEABODY, social security number 338-58-6809 of the county of Cook, and State of Illinois, hereinafter referred to as the "husband".

W I T N E S S E T H:

WHEREAS, the parties were lawfully married on September 25, 1988 at Itasca, Illinois and said marriage was registered in the County of Du Page; and

WHEREAS, no children were born to or adopted by the parties and the wife is not now pregnant; and

WHEREAS, the parties hereto have had irreconcilable difficulties and differences and are now and have been estranged from each other; and

WHEREAS, the wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois under case No. 91D 8170, entitled "In Re The Marriage of ELAINE M. PEABODY, petitioner and JAY L. PEABODY, respondent" and this case remains pending and undetermined; and

WHEREAS, without collusion on the part of either of the parties hereto, they consider it to be in their best interest to settle between themselves now and forever any and all rights of claims growing out of the marital relationship heretofore existing

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between them; and

WHEREAS, the wife has employed and had the benefit of counsel of WILLIAM R. JACOBS, II of WILLIAM R. JACOBS, II & ASSOCIATES, and the husband has chosen to proceed Pro Se. Each party has read this Marital Settlement Agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all of the wealth, property, estate and income of the other, and that each has been fully informed of his and her respective rights in the premises.

WHEREAS, each party states that attorney JACOBS had carefully and fully explained the legal rights and duties as between the parties including:

1. The right to pretrial discovery in order to determine the true financial position of the opposing party and that such discovery has been completed to the satisfaction of each party.
2. If, in fact, little or not discovery has been completed, each party, acknowledges that said lack of discovery was at their specific instruction after each had been fully informed of the fact that they had the right to such information and that legal means are available to secure any and all information that may be necessary to determine the facts relating to any matter of concern in the dissolution of the parties' marriage.

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3. Both parties further acknowledge that the failure to use the power of the court to ascertain the underlying facts at issue may be detrimental unless each party is completely familiar with the other's circumstances.

4. The range of what the Court may order if called upon to decide the case as a contested matter and each party has a right to have the Court hear their case as a contested matter; and

5. The legal and binding effect of each provision of this Agreement.

6. The absolute right of JAY L. PEABODY to have and be represented by his own counsel.

WHEREAS, WILLIAM R. JACOBS, II, attorney for wife, has drafted this Agreement, and this Agreement purports to be, and in fact is, a written version of the final agreement reached by the parties prior to this date.

WHEREAS, each party states that no representation has been made to him or her by the other party other than what is contained in this Agreement.

WHEREAS, The parties, after carefully considering the terms of this Agreement state that they do not regard it to be unconscionable and believe it to be fair under all the circumstances.

NOW THEREFORE, in consideration of the mutual and several promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby

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acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action

1. This Agreement is not one to stimulate or obtain a dissolution of marriage.

2. The wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which may be commenced by the husband. The husband reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which has been or may be commenced by the wife.

ARTICLE II

Property Settlement Agreement

1. The wife shall keep as her sole and separate property, free and clear of any interest held or claimed by the husband, all her jewelry, clothing, other personal belongings and all furniture and furnishings in her possession.

2. The husband shall keep as his sole and separate property, free and clear of any interest held or claimed by the wife, all of his jewelry, clothing, other personal belongings and all furniture and furnishing in his possession.

3. The wife shall keep as her sole property, free and clear of any interest of the husband, all of the funds on deposit held by her in any bank or depository or safety deposit box and standing in her name or that of her nominee, and any third party. The husband

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shall execute, upon demand by the wife, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

4. The husband shall keep as his sole property, free and clear of any interest of the wife, all of the funds on deposit held by him in any bank or depository or safety deposit box and standing in his name or that of his nominee, and any third party. The wife shall execute, upon demand by the husband, any and all documents necessary to effectively release any claim or interest held by her in those accounts.

5. That the wife shall quit claim to the husband, upon entry of the Judgment for Dissolution of Marriage, all her right title and interest in and to the marital home located at One Sandhurst, Court, Streamwood, Cook County, Illinois and the husband shall pay and be responsible for the mortgage, taxes and insurance in connection with said marital home and shall hold the wife safe and harmless therefrom.

6. That upon entry of the Judgment for Dissolution of Marriage, the husband shall pay to the wife the sum of SEVENTEEN THOUSAND AND NO/100 (\$17,000.00) DOLLARS, as and for a lump sum settlement.

7. That the wife shall receive as her sole and separate property the 1990 Cougar and shall pay and be responsible for any indebtedness owed thereon and shall hold the husband safe and harmless therefrom.

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8. That the husband shall receive as his sole and separate property the 1985 Cutlass Oldsmobile and the 1977 Corvette and shall hold the wife safe and harmless therefrom.

9. That the parties have filed a joint income tax return and that said refund on both the Federal and State returns shall be equally divided between the parties.

ARTICLE III

Pension and Incentive Plan

That both the husband and wife hereby waive any and all rights, claims or interest each may have in and to any pension, retirement, 401(k) or ESOP plans of the other party.

ARTICLE IV

Attorney's Fees

1. That the wife shall pay and be responsible for the balance of costs incurred in this matter and shall hold the husband safe and harmless therefrom.

2. That the husband shall pay and be responsible for all costs due and owing regarding the transfer of marital home in Torrens and shall hold the wife safe and harmless therefrom

ARTICLE V

Waiver of Maintenance

Each party hereby agrees to waive any and all claims they have against the other as and for maintenance either past, present or future.

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ARTICLE VI

Debts and Obligations

Each party warrants that he or she has not incurred any debts or liabilities with third parties for which the other party would be liable, except for those in the ordinary course of living, which debt shall be paid by the party who incurred each such debt or liability.

ARTICLE VII

Miscellaneous Provisions

1. The parties have made known to each other, all books, records, financial documentation and business and personal records reflecting upon their income, resources, assets and liabilities. Disclosures of all information and data relating to each parties' financial status have been made fully and completely and as requested by each other. Both parties acknowledge the accuracy and completeness of their financial disclosures to the other and further acknowledge their reliance on the financial representations of the other in entering into the financial, property, allowance, support and other provisions contained in this Agreement. Among the representations relied upon by each of the parties is the accuracy and completeness of the financial statements of the other party which are incorporated into and made a part of this Agreement by reference as though having been fully set forth therein.

2. The parties hereto acknowledge that all properties being transferred pursuant to this Agreement are made in acknowledgment of their respective contributions to the accumulated marital estate

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and is a division of the common ownership of marital property. The parties further acknowledge that these transfers of marital property from one spouse to the other is not a taxable event, all within the meaning of Section 503, Chapter 40 of the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE VIII

General Provisions

1. Execution of Documents: Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, 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 purposes of this Agreement and 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 hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of property hereunder, the parties designate any Judge or Associate Judge of the Circuit Court of Cook County, Domestic Relations Division, to execute and deliver any and

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all such documents in the place and stead of the party herein so obligated.

2. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does 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, dower, inheritance, descent, distribution, community interest and all other right, 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, personal representatives and assigns, for the purpose of enforcing any and all of the rights relinquished under this Agreement; and each of the parties 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 each of the parties further agree to execute, acknowledge and deliver at the request of the

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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 reasonably 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 other of the obligation on the part of the other to comply with provisions of this Agreement, or the rights of either party under this Agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-the-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or

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be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

4. In the event any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that the parties shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this Agreement. In any event, if any court alters, changes, or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then the entire Agreement shall become voidable at the option of either party.

5. In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect, but 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 referred to hereinabove. The court on 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 their heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

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6. 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, enforcement or modification. If a court of competent jurisdiction at any time after the 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 and domiciled in Illinois. The wife filed an action for Dissolution of Marriage in Illinois and the husband filed his appearance and response in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

7. This instrument contains the whole and entire Agreement made by and between the parties hereto, and all previous communications between the parties hereto, either verbal or written, not herein contained are hereby withdrawn and annulled and shall be deemed not to exist or to bind any of the parties hereto. This instrument has been examined by each of the parties hereto, and is believed by them to be fair, just and equitable with respect to each of them.

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IN WITNESS WHEREOF, the husband and wife has hereunto set their respective hands and seals the day and year first above written.

Clair Peabody (SEAL)
Wife

Jay Peabody (SEAL)
Husband

WILLIAM R. JACOBS, II
601 Lee Street
Des Plaines, Il. 60016
(708) 824-6822

Property of Cook County Clerk's Office

1983 JUN 15 10 30 AM

PROPERTY OF THE CLERK OF THE COURT
COUNTY OF COOK, ILLINOIS
RECEIVED BY THE CLERK OF THE COURT
JUN 15 1983

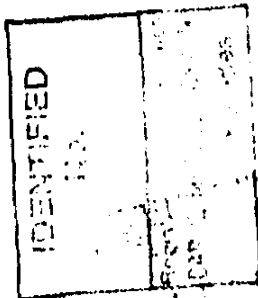
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2/9/05
15016
Des Plaines IL 60016
401 E E Street
William E Frank
016875E
3978310

3978310



I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 2-11-05
William E Frank
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.