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STATE OF ILLINOIS )  
 ) SS.  
 )

AGREEMENT ATTACHED

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

IN RE THE MARRIAGE OF )  
 )  
BARBARA ANN BROWN, )  
 ) Petitioner )  
 )  
and )  
 )  
JOHN RICHARD BROWN, )  
 ) Respondent )

No. 80 D 5963

ENTERED  
CLERK OF THE CIRCUIT COURT  
IN COOK COUNTY, ILLINOIS  
JUL 8 1980  
JUDGE JEROME J. ...  
DEPUTY CLERK

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On the date of April 18, 1980, Petitioner by her attorneys, ROSEMAN AND MORTON, proceeded to trial and it appearing to the Court that said Respondent had due notice thereof by stipulation according to the Statutes in effect, that the Respondent was represented in Court by BENEDICT MYERS, and the Petition herein filed taken as confessed by the said Respondent;

And the Court having heard testimony taken in open Court in support of said Petition, and the Court being fully advised in the premises;

FINDS THAT:

1. It has jurisdiction of the Parties and the subject matter;
  2. One of the parties at the time of filing of said Petition was domiciled in the State of Illinois and said domicile has been continuously maintained for ninety (90) days next prior to the making of the findings herein;
  3. The parties were lawfully married at Chicago, Cook County, Illinois, on January 17, 1970.
  4. That one child was born to the parties as a result of the marriage, namely:  

Melissa, born July 5, 1970.
- That the petitioner is not presently pregnant and that no children were adopted by the parties during the marriage.
5. That the petitioner is 30 years of age, presently residing at 5417 W. Berenice Ave., Chicago, Cook County, Illinois. That the petitioner is employed by Kelly's Girls, earning approximately \$100.00 net per week.
  6. That the respondent is 32 years of age, presently residing at unknown address. That the respondent is employed by Chicago Northwestern Railroad, earning approximately \$1,100.00 net per month.
  7. Petitioner, by competent evidence, established that without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty as charged in the Petition.

*How is rights, no fees, we support, no consideration  
(Applicant attached in support, Reason 2 row), 62*

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- Page 2 -

The parties have entered into an Agreement dated March 22, 1980, concerning the respective rights of each party in and to the property which either of them now owns or may hereafter come to own, 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; and it is in words and figures as follows:

See Attached Agreement . . . . .

Therefore, by virtue of the Statute of the State of Illinois, and on motion of said attorney for Petitioner, it is the judgment of the Court and

### IT IS HEREBY ORDERED:

- A. That the bonds of matrimony heretofore existing between the Petitioner, BARBARA ANN BROWN, and the Respondent, JOHN RICHARD BROWN, be dissolved and the marriage is accordingly dissolved as to both Parties.
- B. That the care, custody, and education of the MINOR child shall be granted to the Petitioner, BARBARA ANN BROWN, and reasonable visitation rights are accorded to the Respondent, JOHN RICHARD BROWN.
- C. That the Respondent, JOHN RICHARD BROWN, pay for child support in the amount of \$250.00 per month, to be paid consistent in the manner in which respondent is paid from his employment.
- D. The Agreement between the petitioner and the respondent, dated March 22, 1980, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage and all of the provisions of the said Agreement, as modified, 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.
- E. In addition, the following modifications are to be included in and made a part of the aforementioned Agreement:
  1. The Petitioner is to hold the respondent free and harmless from any such claims that might arise out of the marital realty, and petitioner is to assume responsibility for mortgage, taxes and insurance on the marital realty. The Respondent is to quit claim his interest in the marital realty.
  2. The Respondent is awarded the double dresser, dining room table and three chairs, without the mirror, writing desk, typewriter, half the linens, half of the household goods, half of the silverware, half of the rugs and carpets, trail set, railroad items, license plate collection, grandmother's rocking chair and twin bed.
  3. The Respondent is to be responsible for Master Charge, Montgomery Wards and the Credit Union obligation, and the Petitioner is to be responsible for Sears Roebuck, dentist and doctor bills and all other debts of the marriage.
  4. Each party will be responsible for his or her own attorney's fees.

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- Page 3 -

5. That the petitioner is to be responsible for ordinary medical, dental and optical expenses for the minor child and the respondent is to be responsible for extra-ordinary medical, dental and optical expenses for the minor child.

6. The respondent is to maintain his \$6,000.00 life insurance policy and is to name the minor child irrevocable beneficiary and is not to borrow against said policy.

7. The respondent is to maintain medical and hospitalization insurance coverage on the minor child until said child is of legal age or emancipated.

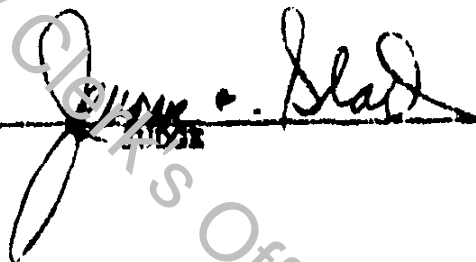
8. That each party will be forever barred from receiving or asking for maintenance from one another.

9. That the respondent is to claim the minor child as exemption for Income Tax purposes.

10. The petitioner and respondent agree to be responsible for post high school education within their abilities to assume that responsibility.

F. That this Court retains jurisdiction for the purpose of enforcing this Judgment.

ENTER:

  
James A. Slad

Prepared by:

ROSEMAN AND MORTON LAW CLINIC  
2785 N. Milwaukee Ave.,  
Chicago, Ill. 60647

Tel. 252-2910

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DATE 8-27-91  
*Aurilia Bucinski*  
CLERK OF THE COURT  
COUNTY OF COOK, ILLINOIS  
RECEIVED AT THE CLERK'S OFFICE

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 1980, by and between BARBARA ANN BROWN, hereinafter referred to as Wife and JOHN RICHARD BROWN, hereinafter referred to as Husband, both parties of Cook County, Illinois.

WHEREAS, said parties are now Husband and Wife, having been married on January 17, 1970, at Chicago, Illinois; and

WHEREAS, irreconcilable differences have arisen, the parties hereby consider it to their best interest to settle between themselves now and forever their respective property rights and any and all other rights arising out of the marital relationship existing between them, and to settle forever any rights which either of them has or may hereafter have or claim to have against the other; and

WHEREAS, the Wife is represented by Kenneth Roseman, of Roseman and Morton Law Clinic, and the Husband is unrepresented, having acknowledged, however, that he has been explained and has fully understood the substance and significance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and after good and valuable consideration hereto expressed, the parties agree as follows:

## ARTICLE I

### When Agreement becomes Effective

1. The representations herein are true and correct.
2. This agreement is entered into for the above stated purposes and not to stimulate or obtain a dissolution of marriage.
3. In the event the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, in the

3392081

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- Page 2 -

case entitled "In Re the Marriage of BARBARA ANN BROWN, Petitioner, and JOHN RICHARD BROWN, Respondent," sees fit to grant a Judgment for Dissolution of Marriage on evidence presented, then and only in that event it is agreed that this marital settlement agreement for Dissolution of Marriage and shall thereafter be binding and conclusive upon the parties hereto. But in the event no Judgment for Dissolution of Marriage is entered, this Agreement shall be null and void and of no legal effect.

## ARTICLE II

### Child Custody

The Wife shall have the sole care, custody, control and education of the minor child, namely:

Melissa, born July 5, 1970.

## ARTICLE III

### Visitation

That Husband shall have reasonable rights of visitation of the minor child, and agrees to give Wife reasonable notice of his desire to exercise such right.

## ARTICLE IV

### Child Support

The Husband shall pay to the Wife as child support for the support of Melissa the sum of \$250.00 per month to be paid consistent with the manner in which Husband is paid from his employment.

## ARTICLE V

### Waiver of Maintenance

The Wife shall not pay to the Husband; and the Husband shall not pay to the Wife; any allowance for maintenance of the other. Neither party shall have further claims against the other for maintenance and both parties shall be forever barred from asserting such claims.

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- Page 1 -  
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ARTICLE VI

Marital Property

Realty

The parties acquired while married, the following real property commonly known as 5317 W. Berenice Avenue, Chicago, Illinois. The Husband shall convey his interest in the above mentioned premises to the Wife.

Personalty

The parties have divided the marital property to their mutual satisfaction as set forth in Exhibit A, made a part hereof and henceforth, each of the parties shall own and enjoy, independently of any claim or right of the above party, the items specifically identified in the above-mentioned Exhibit.

In addition, each party shall retain as her/his sole and exclusive property all of her/his clothing, jewelry and personal effects.

Each of the parties hereto agree that she or he will, upon demand of the other, execute any and all instruments and documents as may be reasonably necessary to release her/his respective interest in any property, real or personal, belonging to the other as decreed by the terms of this agreement.

ARTICLE VII

Non-Marital Property

Each of the parties acknowledges that the other is the owner of non-marital property which was acquired by said owner by gift, bequest, or descent, or is property acquired before the marriage, or is property exchanged for such property or is the increase of value of such property.

Neither party makes any claim to such non-marital property of the other and does forever waive, relinquish, and release to the other all rights in or claims to such non-marital property of the other.

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- Page 4 -

## ARTICLE VIII

### Marital Debts

The Husband shall be liable for all of the debts incurred while the parties cohabited as man and wife including, but not limited to, the obligations owed:

1. Husband's credit union.
2. Master Charge.
3. Montgomery Wards.

## ARTICLE IX

### Obligations Subsequently Incurred

The Husband shall hold the wife harmless and indemnified against all debts, liabilities and obligations incurred by him for his own benefit or otherwise, since the date of the signing of this agreement. Similarly, the Wife shall hold the husband harmless and indemnified against all debts, liabilities and obligations incurred by her for her own benefit or otherwise, incurred by her since the date of the signing of this agreement.

## ARTICLE X

### Insurance Coverage

The Husband shall secure and maintain medical and hospitalization insurance for the benefit of the minor child of the parties until such time as the child reaches legal age or is emancipated.

The Husband shall pay for all extraordinary medical and hospitalization costs not covered and paid for by the insurance coverage procured by the Husband. The Wife shall pay for any ordinary medical expense for the minor child.

The term "extraordinary" as used in this Article shall include, but not by way of limitation, all major dental work, all hospitalizations, surgery and related services, and any extended care. "Extraordinary" does not include routine checkups, minor ailments, drug supplies associated with ordinary medical care.

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- Page 5 -

The Husband currently maintains a life insurance policy, to the amount of \$6,000.00. The Husband shall retain and maintain this policy for the benefit of the parties minor child, Melissa. The Husband shall pay the premiums of this policy.

## ARTICLE XI

### Post High School Education

The parties agree to pay for the college education of the minor child if the child demonstrates a willingness and capacity to attend college and if the parties have the financial ability to pay for such education. The cost of such education shall be divided equally between the parties.

## ARTICLE XII

### Tax Exemption

The Wife shall be entitled to claim the minor child of the parties as an exemption when filing her Federal and State Income Tax Returns, commencing with the 1980 tax year and continuing thereafter until further order of Court.

## ARTICLE XIII

### Attorney's Fees

Each party shall be responsible for his/her attorney's fees in regards the proceedings for Dissolution of the parties marriage.

This Agreement shall be governed by the laws of the State of Illinois and in the event that the Husband and Wife at any time obtain a Dissolution of Marriage in the cause presently pending between them, this Agreement and all of its provisions, shall be incorporated into, and made a part of, any such Judgment for Dissolution of Marriage.

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

John L. Brown  
HUSBAND

Beverly A. Brown  
WIFE

0027555



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## EXHIBIT A

### Marital Property of the Husband

1. A 1975 Chevrolet Nova automobile.
2. A stereo record player, records, and tape recorder.
3. A T.V.
4. 2 chest of drawers and bed.

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LEGAL FORM NO. 317

## QUIT CLAIM DEED

Statutory provisions:

(Individual to individual)

(The above form is for recording in law only.)

THE GRANTOR JOHN R. BROWN, husband of grantor,

of the City of Chicago, County of Cook, State of Illinois

for the consideration of TEN AND NO/100 \$100.00 DOLLARS

(Hand paid)

CONVEYS and QUIT CLAIMS to BARBARA A. BROWN, wife of GRANOR  
(NAME AND ADDRESS OF GRANTEE)

5117 W. Heron Ave., Chicago, Illinois

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

Lot 6 in Hans H. Larsen's Resubdivision of Lots 1 to 24, both inclusive, in McGrath's Subdivision of the South 1/4 of the North 1/2 of the West 1/2 of the East 1/2 of the North West 1/4 of Section 21, Town 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 22nd day of March, 1980.

*John R. Brown* (Seal)  
NAME JOHN R. BROWN (Seal)  
PRINT OR TYPE NAME  
ADDRESS (Seal) (Seal)  
SIGNATURE

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that John R. Brown

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 22nd day of March, 1980.

Commission expires

My Commission Expires Sept. 15, 1982

*Regina Charles*

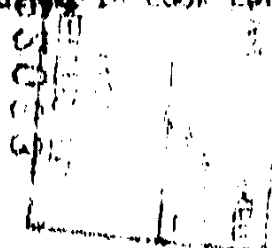
This instrument was prepared by Roseman & Morton Law Clinic, 2705 N. Milwaukee Ave.

FIFTY "BIDERS" OR REVENUE STAMPS HERE

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... of the ...  
both ... in McGrath's subdivision of the South 1/2  
of the North 1/2 of the West 1/2 of the East 1/2 of the  
North West 1/4 of Section 31, Town 40 North, Range 13,  
East of the Third Principal Meridian, in Cook County,  
ILLINOIS.



COOK COUNTY CLERK'S OFFICE

Address

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

DATED this 22nd day of March, 1980.

PLEASE PRINT OR TYPE NAME

JOHN R. BROWN

(Seal)

(Seal)

BELOW

(Seal)

(Seal)

State of Illinois, County of Cook, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John R. Brown

ADDRESS  
CITY  
STATE

person, my known to me to be the same person who has  
subscribed to the foregoing instrument, appeared before me this day in person,  
and acknowledged that he signed, sealed and delivered the said instrument  
as his free and voluntary act, for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 22nd day of March, 1980.

Commission expires My Commission Expires Sept. 15, 1982

This instrument was prepared by Honoman & Marton Law Clinic, 2745 N. Milwaukee Ave., Chicago, Ill. 60647

ADDRESS IS PROPERTY  
5317 W. Berenice  
Chicago, Illinois

THE ABOVE INSTRUMENT IS FILED IN BOOK 1687  
Barbara A. Brown  
5317 W. Berenice  
Chicago, Ill.

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SEP 28 11 48 AM '91  
CLERK OF COURT  
REGISTER OF TITLES

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IDENTIFIED  
NO.

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SERIALIZED	FILED
SEP 28 1991	
CLERK OF COURT	
REGISTER OF TITLES	

**COMPANY 208 GUARANTY CO**  
 350 N. La Salle Street  
 Suite 250  
 Chicago, IL 60610  
 (312) 464-0210

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8-27-91  
Aurilia Lucenski  
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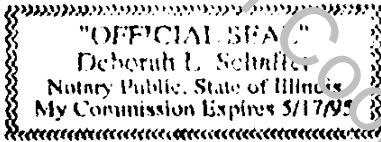
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August 27, 1991

I Barbara A. Miller F/K/A Barbara A. Brown, do hereby swear that John R. Brown, my ex-husband, does not owe me any money in back child support.

X Barbara A. Miller F/K/A Barbara A. Brown  
Barbara A. Miller F/K/A Barbara A. Brown

Notarized this 27th day of August 1991



Deborah L. Schaffer

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