4, That this Affidavit has been prepared and executed by her for the purpose of inducing the Registrar of Torrens Titles, Cook County, Illinois, to record and file of record that certain Quit Claim Deed executed by your Affiant in discharge of her obligation to the Respondent in the aforesaid cause as required

3. That, pursuant to that certain Marital Settlement Agreement dated November 9, 1989, a copy of which is attached hereto and made a part hereof (the same having been incorporated by reference in the Judgment for Dissolution of Marriage heretofore entered on December 8, 1989 by the Honorable Judge Michael Czaja) she received from the Respondent in said cause, the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the sum of \$40,000 consistent with subparagraphs (d)(i) and the subparagraphs (d)(ii) at paragraphs I of Article III (Proporty Softlement).

2. That she was the Petitioner in that certain action in the Circuit Court of Cook County, Illinois entitled "In Re: The Rarriage of Sieglinde Schulx, Petitioner, and Manfred Schulz, Respondent," designated of cause number 89 D3 50069.

Callfornia, residing at 10860 Poblado Road, Apartment 1011, San Diege. California 92127, an adult and suffering from no legal

1. That she is a resident and domiciliary of San Diego,

D. SIRGLINDE STRIGER, formerly known as SIEGLINDE SCHULZ, being first duly sworn on oath, deposes and states as follows:

#### VEELDAVIT

COUNTY OF C O O K) SS.

2994903

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Property and Action (1998)

A CALL OF THE CASE (1998)

Property and Action (1998)

Jan (2) / 2 2 20 (2)

Notary Public

SUBSCRIBED AND SUORN TO SUBSCRIBED AND SUORN TO

FURTHER, AFFLAUT SAYETH NOT.

Exhibit "A."

by subparagraph (b) of paragraph 1 at Article III [Proparty Settlement] in the Marital Settlement Agreement, A copy of the Quit Claim Deed is attached hereto and made a part hereof as

# 3991908

## **UNOFFICIAL COPY**

STATE OF ILLINOIS )
COUNTY OF COOK )

3994908

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

IN RE: THE MARRIAGE	OF	)	
SIEGLINDE SCHULL	titioner,	) }	
- and -	cretoner,	/ ) ) No. 89D3	50069
MANFRED SCHULZ	Ox	)	3000.
	Respondent	í	

#### JUDGEMENT FOR AISSOLUTION OF MARRIAGE

This cause came before the court by stipulation of the parties as an uncontested hearing on SIEGLINDE SCHULZ's Verified Petition for Dissolution of Marriage and the appearance of Respondent; the Petitioner appearing in person and by her counsel, SCHURA R. FISH, and the Respondent appearing in person and by his counsel NTIL G. ROSENFIELD. The court heard the evidence and gave leave that the filing of a transcript in this matter would be waived. The court, being fully advised of the premises, finds that:

1. This court has jurisdiction over the parties: Both the Petitioner and Respondent were residents of Illinois at the time the action was commenced and have maintained that residence for at least ninety (90) days next preceding the making of this finding.

- 2. This court has jurisdiction over the subject matter.
- 3. The parties were married on April 23, 1965, and their marriage is registered in Germany.
- 4. Irreconcilable differences have caused an irretrievable breakdown of the marriage, past attempts at reconciliation have failed and future attempts would prove harmful to the family.
- 5. We children were born or adopted by the parties. The petitioner is not now pregnant.
- 6. SIEGLINDE SCHULZ is 44 years old and is employed Koenig & Strey; MANFRED SCHULZ is 46 years old and is employed by C & R Decorating Services, Inc.
- 7. The parties are self supporting and not in need of maintenance from the other.
- 8. The parties have entered into a written Marital Settlement Agreement (Agreement). The Agreement has been presented to this court for its consideration and in words and figures as follows:

## 399.1908

## **UNOFFICIAL COPY**

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

#91032

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

IN RE: THE MARRIAGE OF

SIEGLINDE SCHULZ,

Petitioner,

and

MANFRED SCHUL,

Respondent.

#### MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 9th day of November, 1989, by and between SIEGLINDE SCHULZ, hereinafter referred to as "Wife," and MANFRED SCHULZ, hereinafter referred to as "Husband," both parties being residents of the County of Cook and State of Illinois.

#### WITNESSETH

#### WHEREAS,

- A. That the parties hereto were married on the 23rd day of April, 1965, and said marriage was registered in Germany.
- B. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased to cohabitate as husband and wife.
- C. That the Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under docket number 89 D

- . The case is entitled "In Re: The Marriage of Sieglinde Schulz, Petitioner, and Manfred Schulz, Respondent," and that said cause remains pending and undetermined.
- D. That no children were born to the parties as a result of their marriage; that no children were adopted by the parties and the Petitioner is not now pregnant.
- E. That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution which either of the said parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance for the parties, the respective rights of property growing out of the marital relationship or any other relationship, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them and the question of attorneys' fees and Court costs.
- F. That the Wife has employed and had the benefit of counsel of SONDRA R. FISH as her attorney. That the Husband has employed and had the benefit of counsel of NEAL G. ROSENFIELD of the law firm of ROSENFIELD, KAPLAN & HALPERIN, as his attorney. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been

fully informed of the wealth, property, estate and income of the other, both directly and through furnishing of financial data to counsel, and of his or her respective rights in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

#### ARTICLE I

#### RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The Wife reserves the right to prosecute her pending action for dissolution and to defend any action which the Husbard may commence. The Husbard reserves the right to prosecute any action for dissolution which he may deem necessary or proper or to defend any action which the Wife has brought or may bring.

#### ARTICLE 21

#### MAINTENANCE

That both the Husband and the Wife hereby waive any claim or right to maintenance past, present and future, and both parties shall be forever barred from asserting such claim.

#### ARTICLE III

#### PROPERTY SETTLEMENT

#### 1. REAL ESTATE

(a) That both the Husband and the Wife acknowledge that they own as joint tenants the real estate commonly known and described as 50 Ridgewood Road, Elk Grove Village, Illinois (the legal description of said property is set forth in Exhibit "A"

attached hereto).

- (b) That the Wife shall convey to the Husband by Quit Claim Deed all of her right, title and interest in and to said real estate located at 50 Ridgewood Road, Elk Grove Village, Illinois, upon the entry of a Judgment of Dissolution of Marriage, and the Husband shall be declared to be the sole and exclusive owner of said real estate located at 50 Ridgewood Road, Elk Grove Village, Illinois.
- (c) That the Husband shall be responsible to pay the principal mortgage indebtedness due in connection with said real estate located at 50 Ridgewood Road, Elk Grove Village, Illinois, and shall hold and save the Wife free, harmless and indemnified in connection therewith.
- (d) That the Husband shall pay to the Wife the sum of Forty Thousand (\$40,000.00) Dollars as and for her interest in and to said real estate located at 50 Ridgewood Poad, Elk Grove Village, Illinois; said \$40,000.00 to be paid as follows:
  - (i) The sum of \$20,000.00 immediately upon the entry of a Judgment of Dissolution of Marriage in accordance with Article III 2(b) of this Agreement to be transferred from the IRA accounts in the name of the Husband to the IRA accounts in the name of the Wife. The parties intend that the within transfer be consistent with the terms and provisions of the IRC Section 402(a)(5) and Section 408(d)(6)
  - (ii) The sum of \$20,000.00 within 60 days from the entry of a Judgment of Dissolution of Marriage;
- (e) That the Husband shall be entitled to claim for Federal and State income tax purposes all tax deductions arising from the payment of interest on the principal mortgage indebtedness and

real estate taxes derived from the ownership of said real estate for the year 1989.

- (f) The both the Husband and Wife acknowledge that they own as joint tenants property in the State of Colorado legally described on Exhibit "B" attached hereto.
- (g) That said property located in the State of Colorado shall be sold as soon as practicable and the proceeds from said sale equally divided between the Husband and the Wife. That the Husband shall be responsible to pay all real estate taxes ind assessments due in connection with said real estate until the same is sold.

#### 2. PERSONAL PROPERTY

- (a) That the Wife shall be declared to be the sole and exclusive owner of a 1985 Suick Park Avenue automobile. The Husband shall be responsible to pay any loans due in connection with the purchase of said automobile and shall save and hold the Wife free, harmless and indemnified in connection therewith.
- (b) That the Husband shall transfer to the Wife's Individual Retirement Account the sum of Twenty Thousand (\$20,000.00) Dollars from the Individual Retirement Accounts in the name of the Husband. The parties intend that the within transfer be consistent with the terms and conditions of the IRC Section 402(a)(5) and Section 408(d)(6).
- (c) The except as otherwise provided herein, the Husband shall be declared to be the sole and exclusive owner of all pension plans, profit sharing plans, IRA accounts, and all other

retirement accounts in the name of the Husband, and the Wife waives any right or claim thereto.

- (d) That except as otherwise provided herein, the Wife shall be declared to be the sole and exclusive owner of all pension plans, profit sharing plans, IRA accounts, and all other retirement accounts in the name of the Wife, and the Husband waives any right or claim thereto.
- (e) That the Husband shall be declared to be the le and exclusive owner of all of the stock and assets of C&R Decorating Services, Inc.
- (f) That except as otherwise provided herein each of the parties shall be declared to be the sole and exclusive owner of all other personal property including, but not limited to, bank accounts, money market accounts stocks, bonds, trading accounts, and life insurance policies which each now has in his or her possession or name.

#### ARTICLE IV

#### DEBTS AND OBLICATIONS

That except as otherwise provided herein, both the Husband and the Wife shall be responsible to pay their own debts created both prior to and subsequent to their separation and shall save and hold the other free, harmless and indemnified in connection therewith.

#### ARTICLE Y

#### MEDICAL EXPENSES

That the Wife has medical insurance through Anchor HMO.

That the Husband agrees to pay the insurance premiums for the Wife's medical insurance with Anchor HMO for a period of two (2) years (24 months) from the entry of a Judgment of Dissolution of Marriage.

#### ARTICLE VI

#### COUNSEL FEES

That both the Husband and the Wife shall be responsible to pay their own attorneys fees.

#### ARTICLE VII

#### EXECUTION CLAUSE

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the titles and estate in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute and acknowledge 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 effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished

and waived.

#### ARTICLE VIII

#### GENERAL PROVISIONS

- 1. That the Wife covenants and agrees that, except as herein provided in this agreement, she will, and does hereby waive, remise, and relinquish any and all claim of right, title and interest which she now has or might hereafter assert in and to the property of the Husband real, personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, homestead, inheritance and succession.
- 2. That the Husband covenants and agrees, except as herein provided in this agreement, that he will and does hereby, waive, remise and relinquish any and all claim of right, title and interest which he now has or might hereafter assert in and to the property of the Wife real, personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, homestead, inheritance and succession.
- 3. 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 heirsat-law of such deceased party, in the same manner as though the parties hereto had never been married; and each of the parties hereto respectively reserves the right to dispose, by testament or otherwise, of his or her respective restriction or limitation whatsoever other than as herein provided, provided however, that nothing herein contained shall operate or 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 of the rights of either party under this Agreement.

4. To the fullest extent by law permitted to do so, and except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive, and forever quit claim and grant to the other, his or her neith, personal representatives and assigns, all rights of inheritance, descent, distribution, community interest, and all other right, title, claim, interest, and estate as husband and wife, widow or widower, or otherwise by reason of the marital relationship heretofore existing between the 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, and 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, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph, and further agrees 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 egrees 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 reasonably requested to effect evidence such release, waiver, relinquishment, 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 the provisions of this agreement, or the rights of either party under this agreement.

5. This instrument contains the whole and entire agreement made by and between the parties hereto, has been examined by each of the said persons and is believed by them to be fair and

equitable with respect to each of them.

- It is agreed by the parties that this agreement shall be effective upon approval by a Court of competent jurisdiction. Hereafter, the Agreement shall be submitted to the Court for its approval in connection with the parties pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of a Judgment Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a shall not be merged into said Judgment for contract and Dissolution of Marriage.
- 7. This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devises and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, shall be a charge equinst the estate of the person indebted.
- 8. In the event either the Wife or the Husband at any time hereafter, obtains a dissolution in the cause presently pending between them, this Agreement, and all of its provisions, shall be incorporated into any such Judgment of Dissolution of Marriage either directly or by reference, but in no event shall this Agreement be effective or of any validity under a Judgment of

Dissolution of Marriage is entered in the pending cause brought by the Husband and referred to hereinabove. The Court, on entry of a Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

their res.
written.

Clark's Office IN WITNESS WHEREOF, the Wife and Husband have hereunto set their respective hands and seals the day and year first above

9. The court has considered the economic circumstances of the parties and other relevant evidence and finds that the Agreement is fair and equitable, was freely and voluntarily entered into by both SIEGLINDE SCHULZ and MANFRED SCHULZ, is not unconscionable, and is approved by this court.

#### WHEREFORE IT IS ORDERED THAT:

- A. The Petition for Dissolution of Marriage is granted. The bonds of matrimony between SIEGLINDE SCHULZ and MANFRED SCHULZ are hereby dissolved, and the parties are awarded a Judgement For Dissolution Of Marriage.
- B. The issue of maintenance is forever waived and barred as to the Petitioner and Respondent.
- C. Except as otherwise provided in this Judgement and the incorporated Agreement, each of the parties is forever barred and foreclosed from homestead, and any all other rights, claims or demands whatsoever in and to the property of the other previously owned. Now owned, or hereafter acquired including, but not limited to, dower, homestead, and marital and non-marital property.
- D. SIEGLINDE SCHULZ is given leave to resume her maiden name of Stieger.
- E. The Agreement is incorporated into and made a part of this Judgement.
- F. The terms of the Agreement shall not be modified by judicial action unless the Parties concur in writing, except as such terms bear on child support, custody, or visitation.
- G. The Parties shall execute, carry out, and perform all of the terms of the Agreement and of this Judgement.

H. This Court shall, and it does, reserve jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgement and of the Agreement incorporated herein.

ENTER:

MICHAILL CZATA

THIND MUNICIPAL BISTRICT OF CRICH COURT, COOK COURTY

Law Offices of Sondra R.
Attorney for Petitioner
1600 Golf Road, Suite 12/0
Rolling Meadows, IL 60008
(708) 981-5155
#17456

> Lot ninety six (96) in Elk Grove Village Section I North, being a subdivision in the Southeast Quarter (1/4) of Section 21. Township 41 North, Range 11, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on January 21, 1957, as Document Number 1718827 713

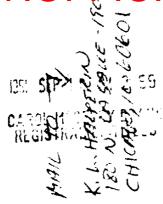
Address: 50 Ridgewood Road, Elk Grove Village, IL 60007

Permanent Index No. 06-21-405.022 AT

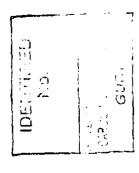
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Property of Cook County Clark's Office

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CHERK OF THE CIRCUIT COURT OF COOK COUNTY, THE THIS GREER IS THE COMMAND OF THE CIRCUIT COURT AND VIULATION THERLOF IS SUBJECT TO THE PENALTY OF THE LAW.