

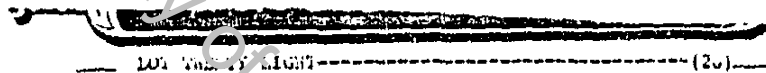
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Form #20

Certificate No. 1310294 Document No. 3044878

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1310924 indicated affecting the
following described premises, to-wit:



LOT TWENTY EIGHT----- (20)

In block two (2) in Albert J. Schorsch Irving Park Boulevard Gardens, in the Northwest quarter (1) of
Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, according to Plat filed
in the Office of the Registrar of Titles on February 14, 1917, as Document Number 69926.

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Section 20 Township 40N North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

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CHICAGO, ILLINOIS 9/9 1991.

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

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

IN RE: THE MARRIAGE OF)
GREGORY VAN HOOSER,)
 Petitioner)
)
vs.) No. 88 D 14975
)
CAROLE ADAMS VAN HOOSER,)
 Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY CAME AGAIN THE SAID GREGORY VAN HOOSER, by STANLEY F. KAPLAN, and the Respondent, CAROLE ADAMS VAN HOOSER, by HELEN ROGAL, the cause having been assigned to the honorable Judge GRUPP for prove-up, it being represented that the parties have resolved all matters in controversy, the Petitioner appearing in open Court in his own proper person and by counsel and the Respondent appearing through counsel, the Court having heard the testimony of the Petitioner in support of his Petition for Dissolution of Marriage heretofore filed on August 18th, 1988, and the Amendment to Paragraph No. 6 relating to the grounds for Dissolution of Marriage, the Court finds as follows:

- 1) That it has jurisdiction of the parties hereto and the subject matter hereof.
- 2) That the Petitioner has been a resident of the State of Illinois for more than ninety days immediately and continuously preceding the date upon which the Court made its findings a fact.
- 3) The Petitioner is retired from the United States Air

G.V. _____ G.V. G.V.H.

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Force and is presently receiving disability as the result of a service connected occurrence.

4) The Respondent is presently forty-four years of age and gainfully employed as a part of a technical support staff.

5) The parties were lawfully joined in marriage on August 29, 1980, in Chicago, Illinois, and the marriage is duly registered in Cook County, Illinois.

6) No children were born unto or adopted by the parties nor is the Respondent pregnant with child.

7) That irreconcilable differences have caused an irretrievable breakdown of the marriage. The parties have lived separate and apart for more than two years immediately preceding the filing of the Amendment to the Petition for Dissolution of Marriage heretofore filed. Any further attempts at reconciliation would be impracticable and not in the best interest of the parties.

8) The parties have entered into a written marital settlement agreement in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

W I T N E S S E T H

WHEREAS:

A. The parties hereto were lawfully married in Chicago, Illinois on August 29, 1980 and the marriage is duly registered in Cook County, Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have been estranged from each other and are not now living together as husband and wife.

C. No children were born unto or adopted by the parties as a result of this marriage nor is the Respondent now pregnant with child.

D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 90 D 002556. The case is entitled "In re the Marriage of GREGORY VAN HOOSER, Petitioner and CAROLE ADAMS VAN HOOSER, Respondent." Said cause remains pending and undetermined.

E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation including but not limited to, maintenance, the medical requirements of the parties, and attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital and/or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and

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description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The husband has employed and had the benefit of the counsel of STANLEY F. KAPLAN, P.C. as his attorney. The Wife has employed and had the benefit of counsel of HELEN ROGAL.

G. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorney other than that which is contained in this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

H. NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency and voluntarily agree to each and every term and provision set forth in this MARITAL SETTLEMENT AGREEMENT.

ARTICLE I: MAINTENANCE

1.1 Each side, for themselves, their heirs and assigns do

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hereby waive their respective rights to spousal support, whether past, present, or future.

ARTICLE II: PROPERTY SETTLEMENT

2.1 With the exception of those items set forth in Schedule A attached hereto, the wife is awarded all furniture, furnishings, appliances, works of art, statues and other pieces of personal property in her possession. In consideration for the waiver on the part of the Petitioner in and to said items of personalty as well as to any individual retirement accounts or bank accounts that are presently in the name of the Respondent, the Respondent shall pay to the Petitioner within thirty days of the entry of the Judgment for Dissolution of Marriage the sum of \$15,000.00 by cashier's check or bank money order.

2.2 The husband shall be entitled to and is awarded all of the furniture, furnishings, household appliances, bank accounts in his possession or under his control, his pension free and clear of any interest of the wife and she is barred from asserting any rights therein. In addition husband is awarded all the items on Schedule A attached hereto.

ARTICLE III: DEBTS

3.1 Each party shall assume and pay and be responsible for any debts incurred by either of them subsequent to the date of separation.

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ARTICLE IV: ATTORNEY'S FEES

4.1 Each party shall assume and pay and save the other party harmless from their own respective attorney's fees, said fees to be paid in full on or before the entry of the Judgment for Dissolution of Marriage.

ARTICLE V: NON-MODIFIABILITY

5.1 The parties agree that the terms and conditions of this Agreement shall be deemed non-modifiable pursuant to statute, specifically paragraph 502 (f) of the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE XI: NON-MARITAL PROPERTY

9.1 The wife is awarded, free and clear of any interest of the husband, her interest in the property at 6036 West Byron, Chicago, Illinois and the interest that she has therein is assigned to her. If any documents are required to be signed by the husband to release and relinquish any interests that he may have acquired as the result of coverture, he shall be required to execute same.

ARTICLE XII: MAIDEN NAME

12.1 The wife be and she is hereby given leave to resume the use of her maiden name, to wit: ADAMS.

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ARTICLE XIII: GENERAL PROVISIONS

13.1 Execution of Documents: Each of the parties hereby agrees, upon presentment, to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, upon presentment, to make, execute, acknowledge, and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to 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 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. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but is not limited to, any and all realty, personal property, or beneficial interest in land trusts.

13.2 Mutual Releases: To the fullest extent permitted by law, and except as otherwise provided herein, each of the parties does

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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, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or to be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any and all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or

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evidence such release, waiver or relinquishment 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 express provisions of this Agreement.

13.4 Release of Claims for Injury: To the fullest extent permitted by law, and except as otherwise provided herein, each of the parties forever relinquish, release, waive and forever discharge the other from all claims and causes of action of any type, known to unknown, that either of them has or may have, now or in the future, against the other. This release includes, but is not limited to, all claims based on injury to the person, whether negligent, willful and wanton, intentional or otherwise. This release is final and irrevocable, regardless of any facts which may exist but are not known to the parties. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns for the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto.

13.5 Waiver of Estate Claim: Each of the parties hereby waives and relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the

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parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seised 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 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 he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

13.6 Incorporate - Non-Merger: This 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 any Judgment for 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 contract.

13.7 Construction of Agreement:

A. The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

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B. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

C. Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

D. The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral Agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.

E. The provisions of this Agreement except those pertaining to the custody, support or visitation of the minor children, shall not be subject to subsequent modification by any court, except by mutual consent of the parties.

F. The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

G. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or the Wife.

H. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder

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hereof shall not be affected thereby and shall continue in full force and effect.

I. This Agreement shall become effective in the event and upon the date a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter.

J. In the event the Court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

CAROLE ADAMS VAN HOOSER

GREGORY VAN HOOSER

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

The undersigned, a Notary Public for the county and state aforesaid, hereby certifies that CAROLE VAN HOOSER, personally known to the undersigned, appeared before the undersigned this ___ day of _____, 1990, in person, and signed the foregoing Marital Settlement Agreement, for the use and purposes therein stated, as her free and voluntary act.

NOTARY PUBLIC

My commission expires: _____

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

The undersigned, a Notary Public for the county and state aforesaid, hereby certifies that GREGORY VAN HOOSER, personally known to the undersigned, appeared before the undersigned this ___ day of _____, 1990, in person, and signed the foregoing Marital Settlement Agreement, for the use and purposes therein stated as his free and voluntary act.

NOTARY PUBLIC

My commission expires: _____

STANLEY F. KAPLAN, P.C.
111 West Washington
Suite 1101
Chicago, Illinois 60602
(312) 332-3240

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SCHEDULE A

- A. Large heavy gold chain and horn
- B. 1 Mitsubishi 14' remote control television
- C. 1 curio cabinet
- D. 1 Big red vice in basement
- E. 1 stereo system: 4 piece
- F. 1 College Diploma and all awards from College
- G. High school letters and patches in cedar chest

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ON MOTION OF STANLEY F. KAPLAN, attorney for GREGORY VAN HOOSER, the Court by virtue of the statute in such case made and provided, orders, adjudges, and decrees as follows:

1) That a Judgment for Dissolution of Marriage is granted to the parties and the marriage heretofore existing between GREGORY VAN HOOSER and CAROLE ADAMS VAN HOOSER be and is hereby dissolved.

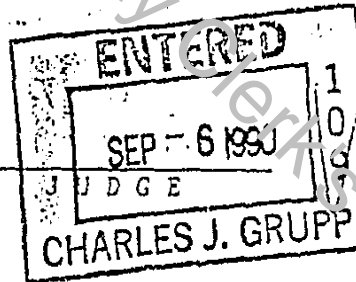
2) That the written Settlement Agreement contained herein shall be given full force and effect as if the agreement were set forth in haec verba.

3) That CAROLE VAN HOOSER is hereby given leave to resume the use of her maiden name, to wit: ADAMS.

4) That the Court shall retain jurisdiction over the parties hereto until such time as all provisions have been complied with.

ENTER:

APPROVED AS TO FORM



STANLEY F. KAPLAN, P.C.
111 West Washington
Suite 1101
Chicago, Illinois 60602
(312) 332-3240

C.V. _____ G.V. C.V.#

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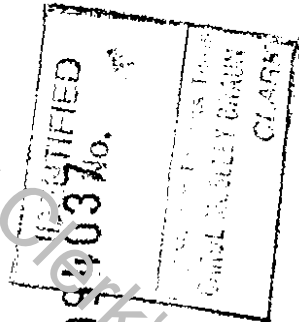
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CAROL MOSELEY BRAUN
REGISTRAR OF DEEDS

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~~HELEN~~ HELEN R. MORAN
SUITE 1101
180 NORTH LA SALLE
CHICAGO, ILL 60601

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 9-5-91

Aurelia P... ..
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.