

JEB:ds

Attorney #29975

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

IN RE THE MARRIAGE OF:

JAN A. KRYGOWSKI,
Plaintiff,

vs.

MARCIA J. KRYGOWSKI,
Defendant.

MAR 3 1989
EVELYN JOHANSON

No. 88 D 12601

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come to be heard on JAN A. KRYGOWSKI's Verified Petition for Dissolution of Marriage, through his attorneys, TIMPONE & BOYLE, P.C., and the Answer of Defendant, MARCIA J. KRYGOWSKI, through her attorney, J. BRIAN McDONNELL, the matter having been assigned for hearing and the parties having stipulated that the matter be heard as uncontested as in cases of default, the court having heard the sworn testimony of the Plaintiff in open court in support of the allegations of his Petition for Dissolution of Marriage, a report of the proceedings having been filed with the court, and the court having considered other evidence and being fully advised in the premises; upon due consideration, FINDS:

1. At the commencement of this action, both parties resided and were domiciled in the State of Illinois and have maintained that residence continuously for at least ninety days preceding these findings.

2. The parties were lawfully married on September 22, 1973, at Thornton, Illinois, and their marriage was registered in

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the County of Cook, State of Illinois. The parties separated on or about June, 1988.

3. As a result of their marriage, two children were born, namely, DAVID born on August 14, 1975, and SCOTT born on May 4, 1979. No other children were born to the parties, none were adopted, and Defendant is not now pregnant.

4. Irreconcilable differences have arisen between the parties that have caused an irretrievable breakdown of their marriage, despite their attempts at reconciliation. That the parties have executed a stipulation waiving the requirement of living separate and apart for two years.

5. At all times relevant and material hereto, Plaintiff has conducted himself toward the Defendant, as a true, loving, faithful, and affectionate husband.

6. The parties entered into a written settlement agreement, dated December 5, 1988, mutually settling and determining the rights and claims of the parties held by one against the other, for maintenance, child custody, child support and all property rights existing between them. That Marital Settlement Agreement has been presented to this court for its examination and consideration, and is in words and figures as follows:

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The Court having examined and considered the Marital Settlement Agreement finds that the Agreement was entered freely and voluntarily between the parties; that the Agreement is considered by the parties to be fair and equitable under the circumstances; and that it is fair, just and equitable and should be incorporated into the Judgment for Dissolution of Marriage.

IT IS, THEREFORE, upon due consideration of this court, by virtue of the power and authority therein vested, ORDERED AND ADJUDGED:

A. That the Plaintiff, JAN A. KRYGOWSKI, and the Defendant, MARCIA KRYGOWSKI, are hereby awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between them are hereby dissolved.

B. That the Marital Settlement Agreement of the parties dated December 5, 1988 incorporated herein, be and is made a part of this Judgment for Dissolution of Marriage and that all of the provisions of the Marital Settlement Agreement are expressly ratified and adopted as the order of this Court.

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

D. This court hereby expressly retains jurisdiction of this matter for the purpose of enforcing all terms and provisions of this Judgment for Dissolution of Marriage.

E. Except as otherwise provided herein, the inchoate or other rights of maintenance; dower; homestead; claim of title, contingent, reversionary or otherwise; and any right of curtesy

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and descent, and all other rights and claims of each party in and to the property of the other, real, personal, or mixed, are hereby forever relinquished, released, barred and terminated. During their lifetimes, each of the parties may deal with his or her separate estates, as if the parties had 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 the descent, free from any rights, statutory or otherwise, inheritance, dower, title or claim of the other party, as if the parties had never been married to each other. Neither party shall at any time sue the other or his or her heirs, executors, administrators or assigns for the purpose of enforcing any or all of the rights specified or relinquished, waived, discharged, released, barred and terminated hereunder, except that nothing herein shall release, limit or abridge the obligations of the parties to fully execute, perform and enforce the provisions of the Marital Settlement Agreement dated December 5, 1988.

F. Except as otherwise provided herein, all the rights, claims and demands, of every nature and description, which either party has or may have hereafter, or claims to have, including all liabilities now or at any time existing or accruing out of maintenance, support, dower, or rights in lieu thereof incident to the marriage relationship existing between the parties are hereby forever discharged, extinguished and released. All matters and charges whatsoever, and any manner of actions, suits, debts, contracts, agreements, judgments, claims and demands

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whatsoever, in law or equity, which each party ever had, has, or which he or she, their heirs, executors, administrators or assigns, or any of them, hereafter may have against the other by reasons of any cause, matter or thing whatsoever, from the beginning of the world to this date shall be forever released, discharged, barred, terminated and extinguished, except that nothing contained herein shall release, limit or abridge the obligation of the parties to fully execute, perform and enforce the provisions of the Agreement incorporated herein.

DATE: _____

ENTER: _____

Carlton Johnson
JUDGE

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.
DATE 9-13-10
[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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STATE OF ILLINOIS
COUNTY OF COOK

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HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 4/5/89
[Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO PENALTY OF THE LAW.

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JEB:ds

Attorney #29975

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

IN RE THE MARRIAGE OF:)

JAN A. KRYGOWSKI,)
Plaintiff,)

vs.)

No. 88 D 12601

MARCIA J. KRYGOWSKI,)
Defendant.)

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made this ____ day of December, 1988, in Chicago, Illinois, by Defendant (hereinafter referred to as "Wife" and "Mother"), and Plaintiff (hereinafter referred to as "Husband" and "Father").

R E C I P I A L S:

A. The parties were lawfully married on September 22, 1973, in Thornton, Illinois, and the marriage was registered in Cook County.

B. Irreconcilable and unfortunate differences have arisen between the parties which have rendered a continuation of the marital relationship existing between them impossible, as a result of which, the parties ceased living together as husband and wife on or about June of 1988, through no fault of either party.

C. Two children were born to the parties as a result of their marriage. These children are DAVID, born August 14, 1975, and SCOTT, born May 4, 1979. The children are presently residing with Wife. No other children were born to or adopted by the

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parties as a result of the marriage and Wife is not now pregnant. Wife and Husband agree that each of them are a fit and proper person to have the custody of the children.

D. Husband has filed an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 88 D 12601. The case is entitled: IN RE THE MARRIAGE OF: JAN A. KRYGOWSKI, Plaintiff, and MARCIA J. KRYGOWSKI, Defendant, and that case remains pending and undetermined.

E. The parties consider it in their best interests to settle between themselves now and forever the matter of maintenance for Wife and Husband, custody, visitation, support, medical, related needs and education of the children, and to fully settle rights of property of the parties, any other rights growing out of the marital or other relationship, now or previously existing between them, and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have, or claim to have against the other, or in or to any property of the other, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them or any rights or claims in and to the estate of the other.

F. Wife has employed and had the benefit of counsel of J. BRIAN McDONNELL as her attorney. Husband has employed and had the benefit of counsel of TIMPONE & BOYLE, P.C. as his attorneys. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this

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Agreement.

G. The parties warrant that each has been fully informed of the wealth, property, estate and income of the other. Each party also warrants that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or respective rights in the premises.

H. It is specifically understood by Husband and Wife that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either Husband or Wife that any persons, including their children, be third party beneficiaries of the Agreement now or in the future. Any benefits which may be conferred upon any persons, including the children of the parties, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

RIGHT OF ACTION AND INCORPORATION OF RECITALS

1. The foregoing Recitals are made a part of this Agreement.

2. This Agreement is not made to induce either of the parties to obtain or stimulate a Judgment for Dissolution of

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Marriage. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regarding the marriage.

ARTICLE II

CUSTODY OF CHILDREN AND VISITATION

1. Husband and Wife agree that each is a fit and proper person to have the custody of their children, DAVID and SCOTT, but have decided that Wife shall be awarded the permanent care, custody, control and education of the children of the parties, subject to the reasonable visitation rights of Husband. Said visitation shall be every other weekend and shall include overnight visitation and holiday and vacation periods as the parties may agree. The parties believe they can satisfactorily adjust all rights of visitation without the need to set specific times and hours. In the event it becomes necessary, each party reserves the right to appear, upon proper notice, before the Circuit Court of Cook County, Illinois to set specific visitation.

ARTICLE III

SUPPORT OF CHILDREN

1. Husband shall pay to Wife as and for the support of the children, the sum of \$500.00 DOLLARS per month beginning on the first day of the month following the date of this Agreement and continuing until the oldest child reaches the age of eighteen years or graduates from high school, whichever occurs last, but in no event later than the eldest's nineteenth birthday. The parties recognize that during the time the children are with

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Husband during visitation and vacation periods, the costs to Wife for the children's support will be diminished; however, this was contemplated when the total amount of support was determined, and there shall be no abatement or diminution in child support payments at any time when Husband is exercising his rights to visitation and either or both of the children are with him for that visitation period.

2. Beginning in and including the calendar year 1988 and in all subsequent years, so long as Husband is current in the support payments set forth in the above paragraph, Husband alone shall be entitled to claim both children as dependents on his federal and state income tax returns.

ARTICLE IV

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF CHILDREN

Husband, at his sole expense, shall maintain in full force and effect, health and accident insurance for the minor children of the parties, and Husband shall be responsible for hospital, surgical, optical and orthodontal care and for the extraordinary medical and dental care of the minor children of the parties. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, psychiatric or psychological care, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care. In the event of serious illness of the minor children, or the need for hospital, surgical, optical or orthodontal or extraordinary medical or dental care, Wife shall

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consult Husband before incurring any of these extraordinary expenses. It is understood by both parties that Wife's obligation to consult Husband before incurring any expenses of this nature shall not apply in cases of emergency where either of the children's lives or health might be imperiled by delay. Husband's obligation with respect to each of the children shall terminate when each child is emancipated as provided in Article VI herein. Wife shall be responsible for all of the ordinary medical expenses of the minor children of the parties. The term "ordinary" as used in this paragraph shall include, but not by way of limitation, all annual health checkups, immunizations, dental cleaning, including x-rays, eye checkups, and general diagnostic examinations.

Husband to maintain existing life insurance on his life naming Wife Irrevocable beneficiary of said policy until the youngest child reaches 18 years of age.

ARTICLE V

EDUCATION OF CHILDREN

Husband and Wife shall be jointly responsible for the trade school or college and professional school education expenses of the children in proportion to their ability to pay. By "education expenses," there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities related to lodging such as telephone, electric, etc., sorority or fraternity dues, assessments and charges, and round-trip transportation expenses between the trade school, college or professional school, and the home of the child, not to exceed four in any calendar year. Trade school or college is limited to four consecutive years after graduation from high school, though the time shall be

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extended in the case of serious illness or military service, and the professional school education is limited to three consecutive years after graduation from college, except the time shall be extended in the case of serious illness or military service. The parties shall make the decisions affecting the education of each child jointly, considering the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the express preference of the child.

ARTICLE VI

EMANCIPATION EVENT

With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's obligations for the child as detailed in Paragraph V of this Agreement shall terminate:

- a. The child's reaching majority or completing trade school or college and professional school education within the time set forth in Article V herein, whichever shall last occur;
- b. The child's marriage;
- c. The child's having a permanent residence away from the permanent residence of Wife. A residence at boarding school, camp, trade school, college or professional school is not to be deemed a residence away from the permanent residence of Wife;
- d. The child's death;
- e. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred; and
- f. The child's engaging in full-time employment except full-time employment during vacation or summer periods or during the time allowed the child to complete

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college or professional school as set forth in Article V herein.

ARTICLE VII

PROPERTY SETTLEMENT

1. Immediately upon the entry of Judgment for Dissolution of Marriage, if one be entered between the parties, Husband shall convey to Wife by a proper quit claim deed all of his right, title and interest in and to the marital residence located at 52 Glenwood Drive, Glenwood, Cook County, Illinois, which is now held in joint tenancy by the parties. Said marital residence is legally described on the attached Exhibit "A."

2. Beginning with the execution and delivery of that quit claim deed, Wife shall be solely responsible for all payments that become due on the 1st and 2nd mortgages, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said residence, and Wife shall indemnify and hold Husband harmless from any liability therefor. If at any time the Wife shall fall three months in arrears on either of the mortgage payments Husband shall have the right to pay said arrearage and any payments made shall constitute as a lien on the property in favor of Husband. If at any time thereafter Wife is one month in arrears the property shall be sold.

3. All of the furniture, furnishings, fixtures and personal property in the marital residence shall be the sole property of Wife, with the exception of the following:

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4. The parties will be solely responsible for all debts standing in their name alone and will hold the other free, clear and harmless from those debts including the following to be assumed by:

(a) Husband:

(i) Visa; and

(ii) Consolidation Loan at Heritage Bank of Country Club Hills

(b) Wife:

(i) Master Card;

(ii) GMAC loan for 1986 Chevrolet Celebrity;

(iii) 1st mortgage Heritage Bank Country Club Hills; and

(iv) 2nd mortgage Ashland State Bank.

Jan A. Krygowski agrees to pay Marcia A. Krygowski the balance due on 1986 Celebrity

5. The parties will each waive, relinquish and assign any in May 1989

and all ownership, right, title or interest in and to the property delineated below leaving the other party the sole, exclusive owner of the following property. This exclusive ownership by one party will hold the other party free, clear, and harmless from any liabilities, costs or expenses that may arise from the ownership, use, possession or control of that property.

(a) Property to Husband: 1968 Chevrolet; 1977 Pontiac Grand Prix and Carpenters Union pension.

(b) Property to Wife: 1986 Celebrity; Certificate of Deposit at Heritage Bank of Country Club Hills of \$5,000.00 plus interest accrued.

6. Jan A. Krygowski agrees to pay Marcia A. Krygowski \$670.00 for the principal amount of interest lost on Certificate of Deposit that was drawn out before maturity.

1. Husband does hereby waive, release and relinquish any and all claim of maintenance which he may have against Wife as a result of the existing marital relationship. Husband hereby

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acknowledges that he may never come into the Circuit Court of Cook County, Illinois or any other court and claim maintenance against Wife.

2. Wife does hereby waive, release and relinquish any and all claim of maintenance which she may have against Husband as a result of the existing marital relationship. Wife hereby acknowledges that she may never come into the Circuit Court of Cook County, Illinois, or any other court and claim maintenance against Husband.

ARTICLE IX

ATTORNEYS' FEES

Wife shall be solely liable for the payment of her attorneys' fees, costs and expenses with respect to the Dissolution of Marriage proceedings and shall pay to her attorney the sum of \$1606.00 as and for the balance of attorneys' fees upon entry of the Judgment for Dissolution of Marriage. Husband shall be solely liable for the payment of his attorneys' fees, costs and expenses with respect to the Dissolution of Marriage proceedings and shall pay to his attorneys the sum of \$2177.⁵⁰ as and for the balance of attorneys' fees upon entry of the Judgment for Dissolution of Marriage. Neither party shall be liable for the attorneys' fees, costs and expenses of the other party as a result of any proceedings in the Dissolution of Marriage. The attorneys' fees, costs and expenses of the attorney for the children shall be divided equally between the parties.

ARTICLE X

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INCORPORATION, WAIVER AND JURISDICTION

1. 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 the 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. 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 set forth in Paragraph E of the Recitals. Upon entry of the Judgment for Dissolution of Marriage the Court shall retain the right to enforce the terms and provisions of this Agreement, which shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, legatees, devisees and grantees of the parties hereto.

2. To the fullest extent by law permitted, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and quit claim to the other, his or her heirs, personal representatives and assigns all right of spousal maintenance, marital property, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate, under any present or future law, or which he or she otherwise has or might have or be entitled to claim as Husband or Wife, widow or widower, or otherwise by reasons of the marital relation existing between the parties, in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned

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or hereafter in any manner acquired whether in possession or in expectance, whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns that neither of them will at any time hereafter institute any proceedings or claim against the other or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any of the rights specified in and relinquished under this Agreement. The parties further agree that in the event any proceedings or claim shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or proceedings instituted by either party. The parties 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 reasonably required to effect or evidence the release, waiver, relinquishment or extinguishment of all rights set forth herein, provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of: (a) the obligation of the other to comply with the provisions of this Agreement; or (b) any of the rights of a party under this Agreement.

3. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all right to act as administrator or administrator-with-the-will annexed of the estate of the other party. Each of the parties does further

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relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed. 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 furthermore, 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 had predeceased one another. The parties hereby reserve 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 that nothing contained herein shall operate or be construed as a waiver or release by either party of: (a) the obligation of the other to comply with the provisions of this Agreement; or (b) the rights of a party under this Agreement.

4. The Circuit Court of Cook County shall expressly retain jurisdiction of these matters for the purpose of enforcing all the terms and provisions of the Judgment for Dissolution of Marriage, including all and singular the terms and provisions of the Agreement between the parties, as hereinbefore set forth.

IN WITNESS WHEREFORE, the parties hereto have set their hands and seals the day and year first above written.

PLAINTIFF:

DEFENDANT:

Marcia J. Kuykowski

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

PLAINTIFF, being first duly sworn, upon his oath deposes and states that he has read the foregoing Marital Settlement Agreement, by his subscribed, and that the contents are true and correct and that she has subscribed the same as his free and voluntary act.

Jan A. Krygowski
JAN A. KRYGOWSKI

SUBSCRIBED and SWORN to before me
this 31st day of December, 1988.

Carol Bailey
OFFICIAL SEAL
Carol Bailey
Notary Public, State of Illinois
My Commission Expires Oct. 8, 1989

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

DEFENDANT, being first duly sworn, upon her oath deposes and state that she has read the foregoing Marital Settlement Agreement, by her subscribed, and that the contents are true and correct and that she has subscribed the same as her free and voluntary act.

Marcia Krygowski
MARCIA KRYGOWSKI

SUBSCRIBED and SWORN to before me
this 22 of December, 1988.

John Brian McAnnell
Notary Public

SEAL

TIMPONE & BOYLE, P.C.
Attorneys for the Plaintiff
20 North Clark Street
Suite 2727
Chicago, IL 60602
(312) 346-6886

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ASSOCIATES FINANCE
6905 W NORTH AVE
CHICAGO ILL
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REGISTRAR OF TITLES

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CERTIFIED THE ABOVE TO BE CORRECT
DATE 9-13-91

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.