North West Federal Savings and load Association, 1901 Irvine Park Road bot 118

CHICAGO TITLE INS.

MAY TWENTY-FOURTH (24th), 1900-

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CNORCONDUA) ZVAROUGENINOSO) asi

I Sidney R. Olsen Registrax of Titles in and for said County, in the Hate aforesaid, do hereby certify that

FOAD MOZAYENI AND MARIA MOZAYENI
(Married to Each Other)
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the cir, or chicago County of cook and State of __ ILLINOIS __ the owners of an estate in fee simple, in the following described land situated in the County of Cook and State of Alinois.

UPLA DE TO MONICE LANGE

LOT T(EL' F

In Block Two (2), in Vendiny & Company's Third Addition to Hillside Acres, being a Subdivision of that pirt of the East 50 acres of the West Half (4) of the Southeast Quarter (%) of Siction 7, Township 39 North, Range 12, East of the Third Principal Heridian, lying South of the Right-of-Way of the Aurora, Elgin and Chicago Electric Railroad, also part of the Hast 7 acres of the Northeast Quarter (4) of Section 18, Township 39 North, Raige 12, East of the Third Principal Meridian, lying Horth of the center lang of Butterfield Road.

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Willies My hand and Official Seal

$A \sim A \sim$	
this seventeenth (17th) day of SEPTEMBER & D. 19	75
<i>U</i> ,	
JKD 9/17/75	

Porm No. 13 ---

Registrar of Titles, Cook Country, Illinois.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

In the the Marriage of AMARIA MOSAYENI.

Petitioner.

and

FOAR MOZAYENI,

Respondent,



Case No. 87 D 13416

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing upon Petitioner's verified Petition for Dissolution of Marriage and Respondent's Response thereto: 'he parties having stipulated that this matter be heard as a default: Petitioner having appeared in open Court in person and by attorney: the Court having heard the testimony of Petitioner, duly sworn and examined in open Court, and considered all other evidence offered by Petitioner in support of her verified Petition; and the Court being fully advised in the premises, finds as follows:

- That the Court has jurisdiction of the subject matter and the parties.
- 2. That Petitioner, at the time this action was commenced, resided in the State of Illinois and that such residence was maintained for at least ninety (90) days next preceding the making of this finding.
- 3. That the parties were married on October 2, 1964, at Chicano, Illinois, and that said marriage is registered at Cook County.
- 4. That, as a result of this marriage, one child was born to or adopted by the parties, namely, MARIAN MOZAYENI,

- That Potitioner is a fit and proper person to have the personer town, custody, control and education of the child, and the smuld be in the best interests of the child.
- Hempondent has been quilty of extreme and repeated mental exactry toward Petitioner, us is more fully set forth in the cause.
- written Separation Agreement, a copy of which has been attached hereto and is incorporated herein by reference, providing for settlement of property, maintenance and other claims which arise out of the marital relationship existing between the parties and which either of them now has or may in the future have against the other; that said written Separation Agreement has been presented to this Court for its consideration and was admitted into evidence; and that the terms of said written Separation Agreement are fair, reasonable and equitable, and the Court approves of all of them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as rollows:

- A. That the bonds of matrimony between Petitioner, MARIA MOZAYENI, and Respondent, FOAD MOZAYENI, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Petitioner and Respondent.
- B. That the care, custody, control and education of the minor child of the parties, MARIAM MOZAYENI, age Thirteen (13), the and are necessy awarded to Petitioner.

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- That Propondent be and is hereby awarded reasonable visitation with the minor child of the parties.
 - That Maintenance is barred as to both Parties.
- That the written Separation Agreement, voluntarily entered into by the parties and attached hereto, be and is hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Cource that, by this reference, said written Separation Agreement be and is hereby made a part hereof as if each provision were set out varbatim in this paragraph; and further that Potitione, and Respondent be and are hereby ordered to comply with each and every provision of the aforesaid written Separation Agreement.
- That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Clorts Marriage.

ENTER:

By: David A. Schy HYATT LEGAL SERVICES Attorney for Petitioner 4515 North Harlem Avenue Norridge, 717 inois 60656 **13121 457-1622** Attorney \$13,728

Property of Cook County Clerk's Office

DAYS 11-8-167 1 10 BE CURRENT

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WELL TO JUST TO SEE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made this 13th day of August, 1988, by and petween MARIA MOZAYENI of the County of Cook and State of Illinois, pereinafter referred to as "Wife", and FOAD MOZAYENI of the County of Cook and State of Illinois, hereinafter referred to as "Husband":

WITNESSETH

WHEREAS, Husband and Wife are married to each other but have ceased living together as Husband and Wife because of marital differences; and

WHEREAS, Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 87 D 13416, and entitled "In Ry the Marriage of MARIA MOZAYENI, Petitioner, and FOAD MOZAYENI, Respondent", and that this case is pending and undetermined; and

whereas, Husband and Wife consider it to be to their bust interests to settle between themselves now and forever their respective rights as to property rights, dower rights, homestead rights, inheritance rights and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has or may hereafter have or claim to have in any property of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them; and

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WHEREAS, Wife is represented by Attorney DAVID SCHY, ami / Husband is represented by Attorney FRANK R. CAMODECA, and each of the parties accordingly has had the banefit of advice, investigation and recommendations with reference to the matters of this Agreement; and

WHEREAS each party has made full disclosure to the other of all properties and assets owned by each of them, of the income derived therefrom and from all other sources, and both parties are advised as to their rights in relation thereto.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable considerations herein expressed, the sufficiency of which consideration is hereby acknowledged, the parties hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action

- 1. This Agreement is not one to obtain or stimulate dissolution of marriage.
- 2. Husband reserves the right to prosecute any extion for dissolution of marriage which he has brought or may be commenced by wife. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband.

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ARTICLE II

Custody of the Child

- 1. Wife shall have the permanent care, custody, control and education of the minor child of the parties, namely: MARIAM, born November 10, 1973. It is acknowledged by both parties that they are both fit and proper parents to have the custody of the minor child.
- Both Husband and Wife will use their best efforts to foster the respect, love and affection of the child towards each parent and shall cooperate fully in implementing a relationship with the child that will give said child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing a visitation and vacation program to accommodate the social and school commitments of said child.
- 3. Both Husband and Wife shell keep each other informed as to their exact plus where each of them resides, the phone numbers of their residence and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.
- 4. Wife shall not be permitted to remove the minor shild to reside permanently outside the State of Illinois without the written consent of Husband or without leave of court.
- 5. Wife shall advise Husband of which school the child attends and Wife shall execute any and all documents necessary to enable Husband to obtain copies of all school records and report



cards of the child. Wife shall further sign any authorizations necessary to enable Husband to be informed of and to participate in any school activities, parent/teacher conferences, etc., in connection with the child.

- 6. Wife shall advise Husband of any serious illness or injury suffered by the child as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the child to give Husband all information regarding any illness or injury if Husband requests same. Husband shall be entitled to get a second opinion for any medical needs concerning the minor child.
- 7. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interest of the child. It is contemplated that no modification thereof shall be son it unless significant changes occur in the environment in which the child is being raised or in the conduct of the custodial parent.

ARTICLE III

Visitation With the Child

- 1. Husband shall have liberal rights of visiation with the child as follows:
- a. Every other weekend from Saturday at 10:00 A.M. to Sunday at 7:00 P.M.;
- b. Alternate legal holidays Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, and New Years Day;

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- c. Father's Day and Father's birthday;
- d. Two (2) weeks during the summer;
- e. At all other reasonable times mutually agreed upon by Husband and the child.
- 2. The parties, by written agreement, shall have the right to alter, modify, and otherwise arrange for other specific visitation periods than those shown above, and on such terms and conditions as are conducive to the best interest and welfare of the child. In the event a visitation period is made unavailable by virtue of serious illness or injury of the child, the parties shall cooperate to implement a reasonable substitute visitation period bearing in mind the best interests of the child.

ARTICLE IV

Child Support

- 1. Husband shall pay directly to Wife (and not through the Clerk of Court) t: sum of \$510.00 per month, to be paid in two equal installments of \$255.00 each on the 1st and 15th of the month, as and for child support of the minor child, based on Husband's anticipated 1988 earnings of \$44,000.00 and Wife's anticipated 1988 earnings of \$44,000.00 and Wife's
- 2. Wife shall be entitled to claim the minor child as a dependent for income cax purposes.
- 3. Husband's obligation to pay child support shall continue until the child reaches age 18 or graduates high school, whichever last occurs, until there is a change in custody, or is otherwise emancipated.

ARTICLE V

Medical, Dental, Optical and Related Expenses for Child

- Husband shall pay for the hospital, surgical, optical and orthodontial care and for the extraordinary medical and dental care of the minor child. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations and service; rendered as a result of serious accidents or a result of scrious illnesses requiring hospitalization or extended medical care, but shall not include ordinary medical expenses including, but not limited to, routine check-ups, minor ailments, drug supplies (except if required in the treatment of sericus illness), dental prophylaxis and the like. These ordinary medical expenses for the minor child shall be the responsibility of the Wife. In the event of serious illness of the minor child or the need for hospital, surgical, optical or orthodontial or extraordinary dical or dental care, wife shall consult with Husband before incurring expenses in any of those connections. It is understood by both parties that Wits's obligation to consult with Husband before incurring unpenses in any of those connections shall not apply in cases of emergency where the life or health of the minor child might be imperiled by delay.
- 2. Husband shall maintain in full force and effect while he has an obligation to pay allowances for the child, major medical insurance covering the possible major medical needs of the child and shall cooperate fully with Wife in submitting any



and all claims to the insurance carrier.

3. Husband's obligation hereunder shall cease and terminate when the child attains full emancipation, graduates from college, or marries, whichever occurs first.

ARTICLE VI

Education of the Child and Related Expenses

- bute to the college and professional school education expenses of the child of the parties hereto provided they are each financially able to to so at the time the child is eligible for said education. By college expenses, it 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., and roundtrip transportation expenses between the college or professional school and the home of the child (if the child is in attendance at out of town college or professional school), those round trips not to exceed four (4) in any calendar year. The parties' obligation is conditioned upon the followard:
 - a) That the child has at that time the desire and aptitude for a college or professional school education:
 - b) That the college is limited to four (4) consecutive years immediately after graduation from high school, except the time shall be extended in the case of serious illness or military service;
 - c) That the child carries the required number of courses or units so that she is considered by the school attended to be a full-time student and that the child maintains a passing grade average as is



prescribed by said school.

2. The decisions affecting the education of the child, including the choice of college or professional school, shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.

ARTICLE VII

Emancipation Event

With respect to the shild, 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 obligation for the child as detailed in this Agreement shall terminate:

- a) The child reaching age of majority or completing high school, whichever last occurs;
- b) The mild's marriage;
- the child having a permanent residence away from the permanent residence of the curtodial parent. A residence at boarding school, comp, trade school, college or professional school is not to be deemed a residence away from the permanent residence of the custodial parent.
- 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 the emancipation event by reason of that entry had not occurred:
- f) The child's engaging in full time employment except that the child's engaging in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE VIII

Waiver of Maintenance

Both parties hereby waive all claims or rights held or asserted by each against the other for periodic support or maintenance, past, present and future, and each party shall have no further claims against the other for periodic support or maintenance and each party shall be barred from asserting such claims against the other.

ARTICLE IX

Property Settlement

- 1. Marital Home 536 Irving Ave., Hillside, Illinois.
- a) Wife shall have exclusive possession of the marital home until any of the following events first occurs:
 - 1) Wife remarries:
 - 2) he child, MARIAM, reaches age 18;
 - 3) A non-related male residue on the premises in a continual, conjugal relationship.

Upon the first of the aforementioned events to occur, Wife shall have the option to either sell the residence or to buy out Husband's interest; Wife having 60% interest and Husband having 40% interest.

premises, she shall be responsible to pay the mortgage payments, including principal and interest, taxes, insurance, utilities, and ordinary maintenance and repairs, and shall hold Busband harmless therefrom. If any major repairs are necessary on the residence, Wife shall first consult Husband before incurring any



expenses. Husband shall have the opportunity to obtain a second opinion on any major repairs necessary and shall not unreasonably withhold his consent to have the major repair work done. Ince the expenses for said major repairs have been incurred, Husband shall pay 40% of the repair expense and Wife shall pay 60% of the repair expense.

- reduction of the mortgage commencing June 1, 1988.
- d) Hisband shall be allowed to reside in the marital home until no later than August 30, 1988.

2. Automobiles:

- a) Wife shall have as her sole and separate property, the 1982 Buick Skyhawk free and clear of any and all claim of Husband. Husband shall sign any and all documents required to transfer title of said automobile to Wife. Wife agrees to pay any and all encum. .ces with respect to said vehicle and shall hold Husband harmless therefrom.
- property, the 1983 Buick Century free and clear of any and all claim of wife. Wife shall sign any and all documents required to transfer title of said automobile to Husband. Rusband egrees to pay any and all encumbrances with respect to said vehicle and shall hold wife harmless therefrom.

3. Personal Property:

a) Wife shall keep as her sole and separate property, free and clear of any interest held or claimed by Husband, all 880110 928



her jewelry, clothing and other personal belongings: Wife shall also keep as her sole property, free and clear of any interest: held or claimed by Husband, all items of furniture, furnishings and fixtures located in the marital home.

- b) Husband shall keep as his sole and separate property, free and clear of any interest held or claimed by Wife, all his jewelry, clothing and other personal belongings.
- separate property any and all savings accounts, checking accounts, and TRA accounts in their own name.
- d) Wife wrives any and all claims she may have in and to Husband's pension with Akzo America Retirement Plan of Employees of Akzo Chemie America. Husband waives any and all claims he may have in and to wife's pension and/or profit sharing Muliplans, if any. However, Wife does not wrive any spouse survivor benefit sharing plans, if any.

be entitled to in the this hand: Pension as of the date of the entry of Judgment.

e) Vie shall keep the Cortified Government & Bonca in the party of Judgment of the party of Judgment.

to be used so: .y for the benefit of the or the party of the children of the continues.

4. The parties hereto acknowledge that all properties being transferred pursuant to this Agreement are made in acknowledgement of their respective contributions to the accumulated marital estate and is a division of the common ownership of marital property. The parties further acknowledge that these transfers of marital property from one spouse to the other is not a taxable event, all within the meaning of Section 503, Chapter 40, of the Illinois Revised Statutes, commonly known as the Illinois Marriage and Dissolution of Marriage Act.

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ARTICLE X

Insurance

Husband shall keep in full force and effect the insurance policies on his life and shall name the minor child of the parties as irrevocable beneficiary of same until such time as the child reaches emancipation as hereinbefore defined.

ARTICLE XI

Debts

Each of the parties hereto shall be responsible to pay for their own debts incurred subsequent to the entry of the Judgment for Dissolution of Marriage.

ARTICLE XII

Counsel fees

Each of the parties hereto shall be responsible to pay for their own attorney fees and cost incurred in connection with this Agreement and attendant matters.

ARTICLE XIII

Miscellaneous Provision

The parties hereto have filed separate Federal and State income tax returns for the 1987 year and each parcy shall be responsible to pay any and all penalties or interest therein resulting from any audit, and shall hold the other party harmless therefrom.

ARTICLE XIV

General Provisions

1. Except as otherwise provided, each of the parties

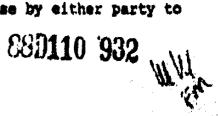
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hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles, and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agraement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, signed, conveyed and a full, present and effective relinguishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cock County, Illinois, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

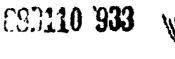
2. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit altim and grant to the other, his or her hairs, personal representatives and assigns, all rights of maintenance, dower, inheritance,

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 relation existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in rossession of in expectancy, and whether vested or contingent and each party further covenants and agrees for himself and 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 beirs, personal representatives and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement, and each of the parties agree that in the event fr suit shall be commerced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devises, or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably required to effect or evidence such release, waiver or relinguishment or extinguishment of such ... rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to



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

- 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 relinguish all right to inhetit 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 rights of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively resering the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release the either party of the obligation of the other to comply with the terms of this Agreement or the rights of either party under this Agreement.
- In the event any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of &



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

- the action pending between the parties, this Agreement shall become in full force and effect; and the contents of this Agreement shall be disclosed to the Judge assigned to hear testimony and evidence in the pending action for dissolution of marriage brought by the against Husband and may be adopted and incorporated by reference, in whole or in part, by the Court, as a part of its judgment.
- the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or modification. If a Court of competent jurisdiction at any time after entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the

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prepared and executed in Illinois, and the parties are residents of and are domiciled in Illinois. Wife filed an action for dissolution of marriage in Illinois and Husband filed his appearance and response in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

IN MITNESS WHEREOF, the Wife and Humband have hereunto set their respective hands and seals the day and year first above written.

STATE OF ILLINOIS SS COUNTY OF COOK

Before me, a Notary Public in and for the County and State aforesaid, personally appeared MARI) MOZAYENI, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my 11d and notarial seal this 18th day of

August, 1988.

STATE OF ILLINOIS)

COUNTY OF C O O K)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared FOAD MOZAYENI, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seel this day of

Main 57. 1988.

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