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ENTERED
CLERK OF THE CIRCUIT COURT
AURELIA PUCINSKI
JUN 18 1991
JUDGE SHELVIN HALL #1555

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF:
NANCY GIBBS,)
) Petitioner)
))
 and) NO 91 D 08209
))
ALAN GIBBS,)
) Respondent)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter coming to be heard upon Petition for Dissolution of Marriage of the Petitioner, NANCY GIBBS, upon the stipulation of the parties hereto that the above and titled case may come on for immediate hearing upon the said Petition for Dissolution of Marriage of the Petitioner; and the Petitioner appearing in open court in her own proper person and by THE LAW OFFICES OF RICHARD L. SWEDBERG, her attorneys; and the Respondent, ALAN GIBBS, appearing in court Pro Se; and the court hearing the testimony of the Petitioner duly sworn and examined in open court in support of the allegations and charges contained in the Petition for Dissolution of Marriage and the court considering all the evidence now being fully advised in the premises FIND:

1. The Petitioner was a resident of the State of Illinois at the time this action was commenced and the residence has been maintained for more than 90 days next preceding the filing of this cause.

2. Petitioner and Respondent were lawfully married on December 5, 1970 and this marriage was registered at Chicago, Cook County, Illinois.

3. Two children were born to the parties as a result of this marriage. Namely, Jeffery born September 13, 1973 and Heather born April 12, 1976. No other children were born or adopted by the parties and the Petitioner is not now pregnant.

4. That Irreconcilable Differences have caused the irretrievable breakdown of the Marriage and that future attempts at reconciliation would be impractical and not in the best interest of the family.

6. The Petitioner and the Respondent on JUNE 18, 1991 entered into a written Marriage Settlement Agreement provided for the settlement of their property and marital

Alimony, Child Support
which have been reserved.

Subject to no right.

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rights. This agreement has been presented to the court for its consideration and approval and is in the words and figures as follows;

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GIBBS MARITAL SETTLEMENT AGREEMENT

This agreement, made and entered into this 18 day of JUNE, 1991, by and between NANCY GIBBS (hereinafter referred to as "Nancy") and ALAN GIBBS (hereinafter referred to as "Alan"), both parties being residents of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS,

a. The parties were married on December 5, 1970 in Chicago, Cook County, Illinois, and said marriage was registered in the County of Cook and the State of Illinois.

b. That as a result of the marriage two children were born to the parties, namely, Jeffery, age 17, a minor living with Petitioner and Heather, age 15, a minor living with Petitioner. No children were adopted by the parties and the Petitioner is not now pregnant.

c. That Irreconcilable Differences have caused the irretrievable breakdown of the Marriage and that future attempts at reconciliation would be impractical and not in the best interest of the family.

d. That Nancy has filed a petition for dissolution of marriage against Alan in the Circuit Court of Cook County, Illinois, known as Case No. 91 D 08209, entitled "In Re: The Marriage of Nancy Gibbs, Petitioner, and Alan Gibbs, Respondent"; and said cause is still pending as no judgment or other

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final order has been entered in that case.

e. That within any collusion as to the pending case or as to any other dissolution of marriage proceedings which either or both of the parties might later bring, but without prejudice to any right of action for dissolution of marriage which either of the said parties may have, that both parties consider it to be in their respective best interests to settle by and between themselves the issues of the respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of any kind nature and description, whether marital non-marital, real personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of either party to receive maintenance from the other; and the payment of attorney's fees and court costs.

f. That Nancy has employed and has had the benefit of counsel of attorney Richard L. Swedberg as her attorney. That Alan has declined to engage counsel and persists in his desire not to be represented by an attorney. Each party represents and warrants to the other that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and through furnishing of financial data to the other. Nancy acknowledges that she has been fully advised as to her respective rights in the premises, and Alan acknowledges that he fully understands his respective rights in the premises.

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Both parties expressly state that they have freely and voluntarily entered into this agreement of their own volition, free of any duress or coercion, and with full knowledge of each and every provision contained in this agreement, and the consequences thereof; and that each party states that he or she has had the following carefully explained to them:

(i) Their legal rights and duties as between the parties;

(ii) The range of what the court may order if called upon to decide the case as a contested matter; and

(iii) The legal effect of each provision of this agreement.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants contained below, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE 1

RESERVATION OF LITIGATION RIGHTS

1.1. This agreement is not one to obtain or stimulate a dissolution of marriage. Nancy reserves the right to prosecute her pending action for dissolution of marriage and to defend any action which Alan may commence. Alan reserves the right to prosecute any action for dissolution of marriage which he may

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deem necessary or proper and to defend any action which Nancy has brought or may bring.

ARTICLE 2

MAINTENANCE

2.1. Alan shall pay to Nancy as and for rehabilitative maintenance, the sum of \$250.00 per month. Said maintenance payments shall be made by Alan to Nancy commencing on the entry of a decree of divorce herein and shall terminate 36 months after the commencement date or upon any one of the following events:

- a. The death of Nancy;
- b. The remarriage of Nancy; or
- c. The death of Alan.

Said maintenance shall be modifiable upon a substantial change in circumstances of Nancy or Alan. The sum herein stated to be maintenance shall be deemed to be payable incident to the entry of a judgment for dissolution of marriage and in discharge of the legal duty of Alan to support and maintain Nancy and to be includable in the income of Nancy and deductible from the income of Alan, all within the meaning and intent of the provisions of Sections 71 and 215 of the United States Internal Revenue Code of 1954, as amended, or any identical or comparable provision of any revenue code or amendment thereof hereafter enacted.

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ARTICLE 3

MARITAL AND PROPERTY RIGHTS

3.1 The parties acknowledge that they are presently the joint owners of the marital residence located at 5626 W. Cullom, Chicago, Illinois, and legally described as follows:

LOT 12 (EXCEPT THE WEST 30 FEET THEREOF) IN BLOCK 2 IN CRATTY'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 33 FEET THEREOF, HERETOFORE DEDICATED AS PART OF NORTH 57TH AVENUE, IN COOK COUNTY, ILLINOIS.

PIN #13-17-407-021-0000

3.2 The Respondent shall remain in the marital residence until the youngest child reaches the age of 18, or has graduated from High School, whichever comes later. At that time the parties shall immediately list said property with a Real Estate Broker selected by the parties at a listing price agreed upon by the parties. If the parties are unable to agree, the matter of the sale of the marital residence shall be submitted to the judge of the matrimonial division of the Circuit Court of Cook County. Upon closing, the parties shall, after payment of the outstanding mortgage balance on the property and payment of any Real Estate Broker's commission and the ordinary expenses and prorations, divide equally the

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proceeds, except however, that the Respondent shall receive as a credit against Petitioner's share of the net proceeds the full amount of all principal which he has paid on the existing mortgage subsequent to execution of this agreement. The Respondent shall be responsible for all mortgage payments, property taxes, and expenses for routine minor maintenance incurred during the period of his occupancy of the premises, and he shall save and hold harmless from any claims or causes of action relating to the mortgage or real estate taxes. The parties shall share equally the cost of necessary major repairs or necessary major maintenance items such as roof repair or exterior painting or necessary replacement of major appliances such as furnace, hot water heater, stove or refrigerator.

3.3 The parties have already divided household furniture and furnishings between them and each shall keep as his or her own sole property the furnishings currently in his or her possession. The parties further agree that each shall keep the automobile currently in his or her possession as his or her own and sole property subject to any financing lien or encumbrance on said property and each party agrees to execute such instruments as may be necessary to transfer his or her interest to the party in possession.

3.4 Alan has an interest in various pension and profit sharing plans through his employer and his labor union. The parties agree that Nancy shall receive a sum equal to fifty percent of Alan's interest in the various plans, valued as of

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the date of entry of the decree herein, plus her pro-rata share of subsequent earnings therein, through the date of distribution to her, with distribution thereof to occur on the earliest date permitted therefore pursuant to the terms of the various plans. The parties agree that they shall stipulate to entry of a Qualified Domestic Relations order under the Retirement Equity Act of 1984, providing for the distribution to Nancy of the sums required by this paragraph representing a portion of the vested benefits accruing to Alan under the various plans with distribution thereof to occur on the earliest date permitted therefore pursuant to the terms of the plan. A copy of the Qualified Domestic Relations Order as stipulated to between the parties is attached hereto and incorporated by reference herein as exhibit "A".

3.5 Alan shall make Nancy the irrevocable beneficiary on all life insurance policies on his life currently in effect, and maintain said life insurance policies with Nancy as the irrevocable beneficiary for so long as Alan shall have a liability for maintenance.

3.6 Alan shall provide medical, hospitalization and dental insurance for the minor children of the parties in an amount and kind substantially the same as provided by the policy in existence on the date of the trial of this cause.

Alan shall be entitled to claim tax exemptions for both of the children of the parties on his Federal and State Income Tax Returns.

3.7 Education Needs Of The Children.

Alan and Nancy agree to be responsible for the four-year college education expenses of the children in accordance with their respective financial ability and the desires and education ability of the children, all pursuant to Illinois Revised Statutes Chapter 40, Section 513.

Alan's obligation to contribute to college expense is further conditioned upon the following:

- a. That the child has at that time the desire and aptitude for a college education;
- b. That the child shall enroll for college within the year of completion of high school and complete a four-year college education within five years of graduation from high school except the time shall be extended in the case of serious illness or military service;
- c. That Alan shall have a voice in the selection of the school with Nancy. In the event the parties cannot agree upon the school to be attended, this dispute shall be submitted to a court of competent jurisdiction if necessary.

ARTICLE 4

CHILD CUSTODY

4.1 The parties agree that each is fit and proper person to have the custody of their minor children, but have decided the care and custody, control and education of Heather and Jeffery shall be with the Respondent.

4.2 Both Nancy and Alan will use their best efforts to foster the respect, love and affection towards each parent and shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security that may be possible. The parties shall further cooperate in implementing the visitation and vacation programs hereinafter set forth, and to accommodate the social and school commitments of the child.

4.3 Both parties shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, their places of employment and the phone numbers of the places of employment, 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.

4.4 Each party shall advise the other of any serious illness or injury suffered by the children, as soon as possible after learning of the same, each shall direct all doctors involved in the care and treatment of the child to give the other all information regarding any illness or injury if requested.

ARTICLE 5

ATTORNEY'S FEES AND COSTS

Upon entry of a Judgment for Dissolution of Marriage, Alan covenants and agrees to pay to Nancy the sum of ONE THOUSAND (\$1000.00) DOLLARS as Alan's sole contribution toward

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Nancy's attorney's fees and costs incurred during the pendency of this cause.

ARTICLE 6

The parties acknowledge that they have been fully advised of the right to a full and complete hearing with independent counsel with respect to their attorney's fees under Section 508 of the Illinois Marriage and Dissolution of Marriage Act and have knowingly and voluntarily waived the right to said hearing.

ARTICLE 7

EXECUTION CLAUSE

Each of the parties agrees to execute and acknowledge upon the effective date of this Agreement good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties 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 to establish a record that sole and separate ownership of the properties of said parties in the manner herein agreed and provided. If either party 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 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 8

General Provisions

8.1 Nancy covenants and agrees that, except as is otherwise provided herein, she shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which she now has, or might hereafter assert, against Alan or his property, whether real, personal or mixed, by reason of the marital relationship previously existing between them for any other reason. Nancy's waiver shall include but not necessarily be limited to a waiver of any and all rights to homestead, dower, inheritance, and succession.

8.2 Alan covenants and agrees that, except as otherwise provided herein, he shall, and hereby does, waive, remise, and relinquish any and all claim of right, title or interest which he now has, or might hereafter assert, against Nancy or her property, whether real, personal, or mixed, by reason of the marital relationship previously existing between them, or for any other reason. Alan's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to maintenance (formerly known as alimony), homestead, dower, inheritance and succession.

8.3 Except as is otherwise provided herein, each of the parties shall, and does hereby, waive and relinquish all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate

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succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as 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 at law of such deceased party, in the same manner as though the parties had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

8.4 To the fullest extent permitted by law, except as is otherwise provided herein, each of the parties shall, and hereby does, forever relinquish, release, waive, quitclaim and grant to the other (or his or her heirs, personal representatives and assigns) all rights of inheritance, descent, distribution, community interest, and any and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship previously existing between them 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,

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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 in the future 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. Each party further covenants and agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party. Each party further covenants and agrees to execute, acknowledge, and to 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 or to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this paragraph or in this Agreement shall operate or shall be construed as a waiver or release by either party to the other of any obligation on the part of the other to comply with the provisions of this Agreement.

8.5 This instrument contains the whole, entire and complete agreement made of the parties; has been examined by

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each of the parties, assisted by counsel of his or her respective choice; and is believed by each of them to be fair, just and equitable in all respects.

8.6 This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of each of the parties.

8.7 This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first above written.

Terry A. Cidd (seal)

Alan Bills (seal)

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Atty. #20510

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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

IN RE THE MARRIAGE OF:)
)
NANCY GIBBS,)
) PETITIONER,
)
AND) 91 D 08209
)
ALAN GIBBS,)
) RESPONDENT.
)

QUALIFIED DOMESTIC RELATIONS ORDER
AS STIPULATED BETWEEN THE PARTIES

This cause coming before this Court for entry of a Qualified Domestic Relations Order under the Retirement Equity Act of 1984; the parties being in agreement; and the Court being fully advised in the premises;

THE COURT FINDS AS FOLLOWS:

A. On June 18, 1991, this Court entered a Judgment of Dissolution of Marriage ("judgment") which approves and incorporates the parties' Marital Settlement Agreement ("Agreement") June 18, 1991. Said Judgment dissolves the parties' marriage and resolves between the parties the issues of property distribution and maintenance pursuant to the provisions of the Illinois Marriage and Dissolution Act (S.H.A. Ch.40, par. 101 et seq.). Said Judgment further allocates to Nancy certain of the profit sharing benefits of Alan, her former husband.

B. Alan is a participant in the AMERITECH PENSION PLAN ("plan"). Alan has a fully vested interest in the plan.

C. Said Agreement provides in Article 3.4 that Nancy shall receive a sum equal to fifty percent of Alan's participant's account in the plan, valued as of December 31, 1990, plus her prorata share of subsequent earnings thereon from January 1, 1991 through the date of distribution to her, with distribution thereof to occur on the earliest date permitted pursuant to the terms of the plan.

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D. Said Judgment incorporates by reference the finding and orders set forth herein, which are intended by the parties to constitute a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, providing for the distribution to Nancy of the sums required by Paragraph C, hereof, representing a portion of the vested benefits of Alan's under the plan, with distribution thereof to occur on the earliest date permitted therefor pursuant to the terms of the plan.

E. No portion of any benefits of Alan under the said plan is presently required to be paid to any alternate payee under a qualified domestic relations order, and no such order has ever been entered relative to any benefits of Alan under the plan.

F. It is the mutual intention of the parties that the distribution to Nancy hereunder shall qualify as a tax-free rollover upon her compliance with the applicable statutory authority regarding same.

G. The address of Nancy Gibbs is 5626 W. Cullom, Chicago, Illinois 60634 (S.S.#347-36-8269), the alternate payee under this Order, is Jeffery Gibbs (son) and Heather Gibbs (daughter) in equal shares. The address of Alan Gibbs is 4001 N. Menard, Chicago, Illinois 60634 (S.S.#335-40-8547) the participant in the plan is Alan Gibbs.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Nancy Gibbs, former wife of Alan Gibbs is hereby assigned the right to receive a sum equal to fifty percent of Alan's plan, valued as of December 31, 1990, plus her prorata share of subsequent earnings thereon from January 1, 1991, through the date of distribution to her.

2. The Administrator of the plan shall pay the sum required by paragraph one hereof to Nancy on the earliest date permitted therefor pursuant to the terms of the plan.

3. Alan shall forth with execute or cause to be executed such documents and/or shall perform such acts as are necessary to assure Nancy's right to receive the distribution of benefit in the form set out in Paragraphs one and two.

4. With respect to Nancy's interest in the plan, as described above, Alan hereby waives and is now barred from electing any conflicting distribution options or alternate payees or from taking any other action which would in any way impair Nancy's right to receive the above described distribution, provided that said waiver and bar shall have no application with respect to Alan's remaining interest in his participant's account under the plan.

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5. Nothing in this order requires and this order shall not be construed to require the plan to provide Alan and/or Nancy with:

a. any type or form of benefit not otherwise provided under the plan; or

b. any increase in benefits to which Alan is not otherwise entitled; or

6. This order is applicable solely with respect to the AMERITECH PENSION PLAN.

7. The Court retains jurisdiction to amend this Order:

a. For the purpose of establishing or maintaining this order as a Qualified Domestic Relations Order;

b. To revise or conform the terms of this Order so as to effectuate the provisions of this Order, the parties' Agreement and/or the Judgment entered in this cause.;

c. To revise or conform the terms of this Order so as to effectuate the parties intentions as expressed in said Agreement and in this Order.

8. A copy of this Order shall be promptly submitted by Alan or Nancy's counsel to the Plan Administrator of the AMERITECH PENSION PLAN.

so stipulated:

Nancy Gibbs
NANCY GIBBS

Alan Gibbs
ALAN GIBBS

Richard L. Swedberg
RICHARD L. SWEDBERG

ENTER:

Shelton L. Hall
Judge No.

LAW OFFICES OF RICHARD L. SWEDBERG
111 W. Washington
Suite 1860
Chicago, Illinois 60602
312-236-3360
#20510

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And the Court having considered the Agreement and the circumstances of the parties FINDS that the Agreement is not unconscionable and that the parties assert that the Agreement was freely and voluntarily entered into by them, is fair and equitable in its terms and provisions and should be approved by the court.

7. The Petitioner is established by competent material and relevant evidence all the allegations and charges contained in the Petition for Dissolution of Marriage and the equities of the case are with the Petitioner. This court has jurisdiction of the parties to this cause and the subject matter thereof.

IT IS THEREFORE ORDERED AND ADJUDGED and this court by virtue of power and authority there invested in the Statute in such case made and provided, DOES HEREBY ORDER AND ADJUDGE AS FOLLOWS:

- a. The bonds of matrimony existing between NANCY GIBBS and ALAN GIBBS are hereby dissolved.
- b. The Marriage Settlement Agreement herein above contained is hereby in all respects approved, confirmed, ratified and adopted as the judgment of this court to the same extent and with the same force and effect as if the provisions contained in said Agreement were set forth in this paragraph of this judgment and each and every provision thereof is binding upon each of the parties hereto and each of the said parties shall do and perform all the action they are taking and carry out all the provisions contained in the aforesaid agreement which is made a part of this judgment. The Petitioner and Respondent shall carry out all the terms, provisions, conditions of this judgment and each of the parties shall execute, acknowledge and deliver good, sufficient instruments as necessary or proper to titles and estates in the respective parties hereto as provided in the Marriage Settlement Agreement here and above contained in hereafter at any time and from time to time execute, acknowledge, and deliver any and all documents which may be necessary and proper to carry out the purposes of said agreement and establish of record the sole and separate ownership of the several properties of said parties in a manner therein agreed and provided. This court reserves

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jurisdiction of the subject matter of this case and of the parties hereto for the purposes of enforcing the terms of this judgment in the terms and provisions of the Marriage Settlement Agreement herein and above contained.

C. THE ISSUE OF LIABILITY OF PETITIONER FOR CHILD SUPPORT IS RESERVED

ENTER

Judge

Date

Shelton L. Hall

JUN 13 1991

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The Law Offices of Richard L. Swedberg
Attorney for Petitioner
111 W. Washington, Suite 1860
Chicago, IL 60602
(312) 236-3360
Attn# 20510

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TO WHOM IT MAY CONCERN: I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON JUNE 13, 1991.

COOK COUNTY CLERK'S OFFICE
JUN 13 1991
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REGISTERED
REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
Sanchez

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

NOV 15 AM 11:56

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE

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11/7/91
Aurelia

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.

Charles Grippo
- 3559 N. Cumberland
Chx, #11