

# UNOFFICIAL COPY

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4012592

Certificate No. 1473830 Document No. \_\_\_\_\_

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1473830 indicated affecting the  
following described premises, to-wit:

LOT SEVENTY FIVE ----- (75)

In Galewood being a Subdivision in the Southeast Quarter (1) of Section 31, Township 40 North  
Range 13, East of the Third Principal Meridian.

Section 31 Township 40 North, Range 13 East of the  
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 11/24/91 1991.

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STATE OF ILLINOIS)  
  ) SS.  
COUNTY OF COOK                    )

AFFIDAVIT

SUSAN D. SHAVER and WILLIAM T. TAYLOR do hereby affirm as follows:

1. That they were respectively Petitioner and Respondent in the case entitled In Re The Marriage of Susan D. Shaver, Petitioner and William T. Taylor, Respondent, filed in the Circuit Court of Cook County as Case No. 91 D 16635.

2. That a Judgment of Dissolution of Marriage was entered in said case on November 6, 1991.

3. That distribution of the net proceeds of sale of the marital residence has been made according to said Judgment of Dissolution of Marriage.

Dated: November 20, 1991

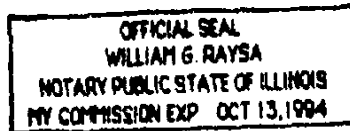
Dated: November 20, 1991

*Susan Shaver*  
\_\_\_\_\_  
SUSAN D. SHAVER

*William T. Taylor*  
\_\_\_\_\_  
WILLIAM T. TAYLOR

Subscribed and Sworn to before me this 20th day of November, 1991.

*William Raysa*  
\_\_\_\_\_  
NOTARY PUBLIC



4012592

*NO rights in*

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

IN RE THE MARRIAGE OF:	)	ATTORNEY NO. 14730
SUSAN D. SHAVER,	)	
	)	
Petitioner,	)	
and	)	No. 4012592
	)	
WILLIAM T. TAYLOR,	)	
	)	
Respondent.	)	

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard as an uncontested matter before this Court upon the duly Verified Petition For dissolution of Marriage of the Petitioner, SUSAN D. SHAVER, and the Respondent, WILLIAM T. TAYLOR, thereto imposing no defense, and being represented in open Court by her attorney, MICHAEL C. McDERMOTT, and the Respondent having filed a Pro Se Appearance and the parties filing an Uncontested Stipulation, and the Court having heard the evidence adduced by the Petitioner in support of his Petition, and being fully advised in the premises DOTH FIND:

1. It has the jurisdiction of the parties and the subject matter herein.
2. The Petitioner at the time of filing of said Petition was a resident of the State of Illinois and residence has been maintained for ninety (90) days prior to the findings herein.
3. The parties were lawfully married on or about July 14, 1980, in Nova Scotia, Canada and that said marriage was registered there.
4. That no children were born to the parties as the result of said marriage; no children were adopted during the course of the marriage and the Petitioner is not now pregnant.

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5. The Petitioner's and Respondent's occupations are as follows:

A. Petitioner, SUSAN D. SHAVER, is a registered nurse usually employed in surgery.

B. Respondent, WILLIAM T. TAYLOR, is employed by the Advanced Technology Group: Chicago Mercantile Exchange.

6. Petitioner established by competent evidence that without cause or provocation by either party, irreconcilable differences have arisen between the parties and though they have tried, the marriage is extinguished and it is in the parties, and family's best interest to dissolve the marriage.

7. The parties are both in agreement as to the division of the marital and non-marital property and have signed a written Marital Settlement Agreement which is incorporated herein and made part hereof and is in words and numbers as follows:

4012592

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

IN RE THE MARRIAGE OF:	)	ATTORNEY NO. 14730
SUSAN D. SHAVER,	)	
	)	
Petitioner,	)	
and	)	No. 0100035
	)	
WILLIAM T. TAYLOR,	)	
	)	
Respondent.	)	

MARITAL SETTLEMENT AGREEMENT

This agreement made and entered into this 24th day of October, 1991, by and between SUSAN D. SHAVER, Petitioner, (hereafter sometimes referred to as "Wife"), and WILLIAM T. TAYLOR, Respondent, (hereafter sometimes referred to as "Husband"), both residing in the State of Illinois.

1. The parties hereto were lawfully married on July 14, 1980, in Nova Scotia, Canada and that said marriage was registered there.

2. That the parties separated as husband and wife on or about September 1, 1990.

3. That Wife has filed against the Husband in action for Dissolution Of Marriage in the Circuit Court of Cook County, Illinois, Domestic Relations Division, under case No. 91D16635 entitled: In Re: The Marriage of SUSAN D. SHAVER, Petitioner, and WILLIAM T. TAYLOR, Respondent and that said cause remains pending and undetermined.

4. The parties desire to settle between themselves, now and forever all rights of property, medical care, maintenance, attorneys fees, debts, and all other rights and

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obligations growing out of the marital relationship now or previously existing between them, and to settle any and all rights or claims of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, whether real, personal or mixed property now owned or which may hereafter be acquired by either of the, or any rights or claims in and to the estate of the other subject to the approval of the Court, in the event that a Judgment of Dissolution of Marriage should be entered.

5. That no children were born to the parties as a result of said marriage. The parties adopted no children and the Petitioner is not now pregnant.

6. That the Wife has employed and had the benefit of counsel by MICHAEL C. McDERMOTT as her attorney, and Husband has filed his Pro Se Appearance. Each party has had the benefit of advice, investigations and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each has had the opportunity to become fully informed of the wealth, property, estate and income of the other, and each party acknowledges that he and she is conversant with the wealth, property, estate, and income of the other, and that each has been informed of his or her respective rights in the premises.

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

PROPERTY SETTLEMENT

1. To the fullest extent permitted by law to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of Dower, inheritance, descent, distribution, community interest, and all other right, title, claim, interest and estate as Husband and Wife widow and widower, or otherwise by reason of the marital relationship existing between said parties hereto, under have or be entitled to claim in, to or against the property and assets of the other, real, personal and mixed, or his or her estate, whether now owned or hereafter in any manner acquired either party, or whether in possession or expectancy, and whether vested or contingent, and each party further covenants and agrees for himself and herself, his or her heirs, personal representatives or 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 any suit shall be commenced, this release, when pleaded, shall constitute a complete defense to any suit or claim 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, devisees, or assignees any or all such deeds, releases or other instruments or further assurances as may be required or reasonably required to effect or evidence such release, waiver, relinquishment 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.

2. Wife and Husband each waive any claims whatsoever each has to maintenance (formerly called alimony) from the other and further each relinquishes any and all rights to appear in a Court of competent jurisdiction to seek such award of maintenance.

3. Except as otherwise herein provided, each of the parties hereto waives and relinquishes all rights to act as administrator or administrator with the will annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die, seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the 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 reserving 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, whoever, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with their terms of this Agreement; or the rights of either party under this Agreement.

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## REAL PROPERTY

Wife and Husband are the joint owners of improved real estates at 1645 N. Natoma, Chicago, Illinois and a time share interest in a condominium unit in Orlando, Florida.

- A. The parties have listed the marital residence on Natoma for sale and they anticipate that it shall sell shortly and they will distribute the proceeds of sale as set forth below. Until the time of sale Wife and Husband shall each pay one-half of the mortgage, tax, insurance and utility expenses for the marital residence.
- B. The Orlando Time Share has an equity value of approximately \$4,000.00 and Husband shall transfer his interest therein to Wife.
- C. Upon the close of sale of the marital residence the proceeds therefrom shall be distributed so as to accomplish an equal (that is 50/50) distribution of the marital estate between Wife and Husband.

Wife anticipates relocating in New Mexico on or about December 1, 1991, and should the marital residence not sell by said date then Wife may at her sole option remain in the marital residence.

## PERSONAL PROPERTY

1. Husband shall have sole and exclusive ownership of the balance of funds in all savings accounts, checking accounts and certificates of deposit in Husband's name or held for the benefit of the Husband including his life insurance policy with Northwest National Life and valued at \$30,000.00.

2. Wife shall have sole and exclusive ownership of the balance of funds in all savings accounts, checking accounts and certificates of deposit in Wife's name or held for the benefit of the Wife.

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3. Husband shall have sole and exclusive ownership of all of his personal property which is currently in his possession.

4. Wife shall have sole and exclusive ownership of all of her personal property which is currently in her possession.

5. Husband shall assume, pay and hold Wife harmless for all those debts which he has incurred individually or in his business entities since September 1, 1990.

6. Wife shall assume, pay and hold Husband harmless for all those debts which she has incurred individually or in her business entities since September 1, 1990.

7. In addition to the assignment of marital furniture and furnishings agreed to by the parties, Wife and Husband shall divide their record collection between them and shall jointly share the cost of reproducing copies of any and all recordings which either party insists upon retaining.

#### MOTOR VEHICLES

The parties warrant and agree that they have each acquired a motor vehicles which they desire to retain and each waive any claim to the other's motor vehicle specifically, Wife shall retain the 90' Voyager and Husband shall retain the 89' Horizon.

#### ATTORNEYS FEES

Husband shall be solely responsible for the payment of his own attorney's fees and expenses incurred in this cause. Wife shall be solely responsible for her own reasonable attorney's fees and expenses incurred in this cause by the Wife.

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## FEDERAL AND STATE INCOME TAX LIABILITY

Husband and Wife warrant and agree, upon the expressed representation that they have filed the appropriate tax returns for 1989 and 1990; they shall be responsible for filing a joint tax return for 1990 and they shall be responsible for separate tax return filings for 1991 and thereafter.

## PETITIONER'S AND RESPONDENT'S PENSION PLANS

The Wife and Husband each have private pension/savings plans with the following approximate values:

- A. Wife's . . . . . IRA @ \$4,000.00
- B. Husband's . . . . . 401K @ \$18,724.00
- C. Husband's . . . . . IRA @ \$3,800.00

In order to equitably distribute these marital assets on a 50/50 basis, Husband shall transfer to Wife the sum of \$9,262.00 as her additional share of the proceeds from the sale of the marital residence to accomplish this end.

Thereafter, Wife and Husband expressly warrant and agree to a mutual waiver of any claim to the other's pension/savings plans.

## PETITIONER'S MAIDEN NAME

Petitioner shall resume the use of the name of SHAVER inasmuch as she has used her maiden name in her profession since, and during her marriage.

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## RECAPITULATION

The parties warrant and agree that to effect the 50/50 distribution of their marital estate the proceeds of the sale of their main marital asset, the marital residence, shall be as follows:

- A. Gross proceeds of sale.
- B. Less reasonable and ordinary costs of sale including Wife's reduction of principal balance if applicable.
- c. Net proceeds of sale:
  - 1. 50% therefrom to Wife;
  - 2. 50% therefrom to Husband less \$9,262.00 to Wife as her adjusted share of Husband's 401K.

IN WITNESS WHEREOF, Husband and Wife hereunto set their respective hands and seals on the day and year first above written.

Susan D. Shaver  
SUSAN D. SHAVER

William T. Taylor  
WILLIAM T. TAYLOR

Subscribed and Sworn to  
before me this 24<sup>th</sup> day  
of October, 1991.

Merrinn Beja  
Notary Public  
" OFFICIAL SEAL "  
MERRIANN BEJA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/2/93

Subscribed and Sworn to  
before me this 23<sup>rd</sup> day  
of October, 1991.

Merrinn Beja  
Notary Public  
" OFFICIAL SEAL "  
MERRIANN BEJA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/2/93

MICHAEL C. McDERMOTT  
134 N. LaSalle Street  
Suite 1410  
Chicago, Illinois 60602  
(312) 372-4550  
Attorney No. 14730

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED, as follows:

- A. The bonds of matrimony heretofore existing between the parties be and hereby are dissolved and the marriage is accordingly dissolved as to both parties.
- B. That the Petitioner is allowed to resume the use of her maiden name SUSAN D. SHAVER.
- C. The Court approves the Marital Settlement Agreement set forth above and incorporates the same herein in all its provisions.
- D. That the Court retains jurisdiction for the purpose of enforcing the Judgment for Dissolution of Marriage and the Marital Settlement Agreement.

ENTER:

JUDGE:



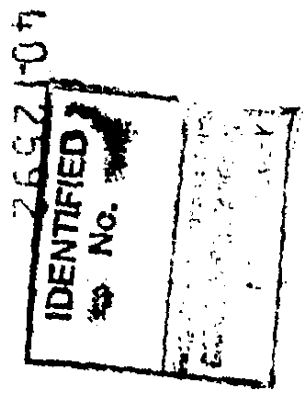
MICHAEL C. McDERMOTT  
134 North LaSalle Street  
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(312) 372-4550  
Attorney No. 14730

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INTERCOUNTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60602  
BOX 97

51281815



1991 NOV 20 PM 3:44  
CAROL HOGELEY BRAUN  
REGISTRAR OF TITLES

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2/14/73  
828

Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.  
DATE 11-14-91  
*Aurilia Pucenski*

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.