

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
JUN 10 1996
JUDGE E. H. MARSALEK

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:)
)
PAMELA J. KIMME,)
)
Petitioner,) CASE NO. 84 D 20484
vs.)
)
DAVID F. KIMME,)
)
Respondent)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petition for Dissolution of Marriage of the Petitioner, PAMELA J. KIMME; the Petitioner having appeared in open Court in person and by her attorney, MICHAEL S. SCHIFFMAN; the Respondent, DAVID F. KIMME, having filed his Appearance and Response to Petition for Dissolution of Marriage herein and having appeared in open Court by his attorney, SCOTT R. REICH; the parties having stipulated and agreed that this cause is uncontested; the Court having heard the testimony of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court, having considered all the evidence, a certificate of which is filed herein, being fully advised in the premises, FINDS that:

1. That this Court has jurisdiction of the subject matter hereof and the parties hereto.

2. That Petitioner was domiciled in the County of Cook, State of Illinois, at the time of the commencement of this action and has maintained

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said domicile for at least ninety (90) days immediately preceding the entry of this Judgment for Dissolution of Marriage.

3. That on or about the 18th day of April, 1975, in Cook County, Illinois, Petitioner and Respondent were lawfully married, and of said marriage, one child was born, namely KRISTIN L. KIMME, now seven (7) years of age. No other children were born or adopted by the parties, and the Petitioner is not now pregnant.

4. That Petitioner is a fit and proper person to be awarded the care, custody, control and education of the minor child.

5. That Petitioner and Respondent have lived and cohabited together as husband and wife from the date of said marriage until on or about the 14th day of October, 1984, when the parties ceased living together, without fault or provocation by Petitioner.

6. That for a considerable length of time prior to the separation of the parties, without fault or provocation by Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner, as was charged in the Petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. That the parties are awarded a Dissolution of Marriage in that the Marriage heretofore existing between the parties is hereby dissolved.

B. By agreement of the parties, IT IS FURTHER HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Custody. That the Petitioner, PAMELA J. KIMME, is awarded the care, custody, control and education of the minor child of the parties, namely KRISTIN L. KIMME, now seven (7) years of age.

2. Specific Visitation. That visitation of said minor child is awarded to Respondent, DAVID F. KIMME, as follows:

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- a) alternate weekends; one (1) weekend per month from Friday at 6:00 P.M. to Sunday at 6:00 P.M. in the Chicago area at Mr. Kinne's parent's residence;
- b) one (1) weekend per month from Friday at 6:00 P.M. to Sunday at 6:00 P.M. at Respondent's residence in Mattoon, Illinois;
- c) alternate holidays to include: Christmas, Easter, Father's Day, Thanksgiving, 4th of July, Memorial Day, Labor Day and Child's birthday; and
- d) two (2) weeks in summer.

Respondent agrees to give forty-eight (48) hours notice of his intent not to exercise the above visitation.

3. Child Support. That the Respondent shall pay child support in the sum of THIRTY-FIVE DOLLARS (\$35.00) per week, commencing on the Friday following the entry of this Judgment, and each and every Friday subsequent thereto until such time as the minor child reaches the age of eighteen (18) years and complete high school. Said child support payments shall be paid through the Clerk of the Cook County Circuit Court. Respondent's net income shall be the basis upon which his obligation for support shall be adjusted. For the above purpose, Respondent's net income is defined as being his gross income less the following: federal and state income taxes, computed as a single taxpayer and F.I.C.A. Petitioner shall claim the child of the parties as dependent exemption on her income tax returns. Respondent shall be entitled to an abatement in child support for one-half (1/2) of any period of extended visitation.

4. Health Insurance. Respondent shall, for so long as he has an obligation for the support or educational support of a child of the parties, maintain such child as a beneficiary on his presently in force policy of medical/hospital insurance or a policy with substantially similar benefits through his employer. In the event that he does not have in full force and effect a policy of medical/hospital insurance for the benefit of said minor child at the time of the entry of this Judgment for Dissolution

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of Marriage, then Respondent shall obtain such a policy within thirty (30) days from the entry of said Judgment.

Respondent shall, at the reasonable request of Petitioner from time to time give Petitioner proof that the aforesaid health policy is in full force and effect and premiums thereon are paid.

Respondent shall provide Petitioner with current identification cards in order to enable Petitioner to identify the child's coverage under Respondent's policy of health insurance.

5. Medical Expenses not Covered by Insurance. Petitioner and Respondent will each be responsible for one-half (1/2) of all ordinary medical bills not covered by insurance. This shall include but not be limited to prescriptions, office visits and checkups. Petitioner and Respondent will each be responsible for one-half (1/2) of all extraordinary medical and dental care for the parties' minor child, inclusive of psychological, psychiatric and optical.

The term "extraordinary" shall include without limitation functional teeth straightening, operations, serious illness requiring hospitalization or extended medical care, psychological or psychiatric treatment. Any medical or health related expense in excess of FIFTY DOLLARS (\$50.00) shall be deemed an extraordinary expense for the purpose of this Agreement.

6. Life Insurance. Respondent shall maintain in full force and effect life insurance coverage through his employer for the benefit of the child of the parties with total death benefits of TWENTY THOUSAND DOLLARS (\$20,000.00).

Respondent shall, at the reasonable request of Petitioner from time to time, give proof to Petitioner that said policy^s or policies of life insurance are in force and the premiums thereon are paid.

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7. Marital Residence. The real estate of the parties, which is the marital home, is located at 14955 South Hamlin, Midlothian, Illinois, and is hereby awarded to Petitioner. The legal description of said real estate is contained in Exhibit "A", which is attached hereto and by reference made a part hereof. Respondent shall convey to Petitioner by quitclaim deed the real estate which is described in Exhibit "A", subject to a lien in favor of Respondent in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) payable as delineated herein.

Both Petitioner and Respondent shall execute a Memorandum of Judgment, which shall then be recorded, which specifies each party's rights and obligations as to the former marital residence.

Petitioner shall hold Respondent harmless in reference to the mortgage and real estate taxes, as well as all other expenses or costs relating to the real estate described in Exhibit "A".

Petitioner shall pay to the Husband the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as and for his interest in the marital residence. Terms of said payment shall be ONE HUNDRED FIFTY-ONE DOLLARS (\$151.00) per month for a period of thirty-three (33) consecutive months payable on the first day of each month beginning May 1, 1986 and for each and every month thereafter until paid in full. Should for any reason, Respondent fail to make any of his child support payments to Petitioner, then the monthly payment obligation of Petitioner to Respondent shall abate for that month.

8. Execution of documents and rights of reimbursement. Should any party who is required to convey real estate or assign his interest in any property fail to execute such conveyance or assignment within the time prescribed by this agreement, or if no time is prescribed, within thirty (30) days from the date of the entry of the Judgment of Dissolution of

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Marriage then any judge sitting in the Circuit Court of Cook County, is authorized to execute such conveyance or assignment for and in the place of such party. In the event that any party remains in possession of the marital residence after said right has terminated as per this agreement, then that party shall be liable to the other party for the full fair market rent of said residence unless otherwise agreed in writing by the parties.

9. Household Furnishings & Miscellaneous Personal Property. All of the household furnishings and miscellaneous personal property of the parties have been divided. Each shall retain that which is presently in their possession, free and clear of any claim or interest of the other.

10. Cash, Bank Accounts & Other Liquid Assets. All deposits of money standing in Respondent's name in any financial institution shall be his sole property.

All deposits of money standing in Petitioner's name in any financial institution shall be her sole property.

11. Pension & Retirement Benefits. Respondent shall be the sole owner of his pension plan and Wife hereby waives any interest she may have therein.

Petitioner shall be the sole owner of her pension plan and Husband hereby waives any interest he may have therein.

12. Debts & Obligations. Each party shall be responsible and pay for the debts they incurred individually or for their own benefit.

13. Automobiles. The Petitioner is awarded the 1977 Dodge automobile as her property and agrees to pay any indebtedness on account of said automobile and hold Respondent harmless in reference thereto.

The Respondent is awarded the 1976 Ford Van as his sole property. He shall pay and indebtedness on account of said automobile and hold

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Petitioner harmless in reference thereto.

14. Attorney's Fees. Each party shall pay and be responsible for their own attorney's fees.

15. Maintenance. Each party waives and surrenders any rights that they may have as to maintenance and is forever barred from said claim.

16. Failure to Perform. In the event that Petitioner or Respondent wilfully or unreasonably fails to duly perform his or her financial or other undertakings hereunder, and as a result a party incurs any expenses, including legal fees, to enforce the terms of this agreement, the party who so unreasonably or wilfully acts shall indemnify the other against and hold the other harmless in connection with any such expenses, including attorney's fees and costs, even a party, at the time, may have the ability to pay his or her own such expenses.

17. Execution of Documents. Each of the parties agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in the agreement shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.

18. Waiver of Property Rights. Except as herein provided, each of the parties does forever waive, release and quitclaim to the other party all rights of homestead, maintenance and all other property rights and claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise by reason of the marital relations now existing between the parties under any present or future law of any State or of the United States of America or of any other country, in or to, or against the

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property of the other party or his or her estate, whether now owned or hereafter acquired by such party. Each of the parties further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purpose of enforcing any or either of the rights specified or relinquished under this paragraph.

ENTER: Edward H. Kimmel
J U D G E

0424

Dated: _____

APPROVED:

Pamela J. Kimme
PAMELA J. KIMME, Petitioner

David F. Kimme
DAVID F. KIMME, Respondent

Michael Prestano
MICHAEL PRESTANO, Attorney for
Petitioner

Scott R. Reich
SCOTT R. REICH, Attorney for
Respondent

SCOTT R. REICH
Attorney for Respondent
57 West Jefferson Street
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STATE OF ILLINOIS.
COUNTY OF COOK ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

[Dotted lines for judgment text]

in a certain cause lately pending in said Court, between

PAMELA J. KIMME plaintiff, petitioner
and DAVID F. KIMME defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 14th

day of NOVEMBER 19 86

Morgan M. Finley Clerk

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The West 132 feet of Lot 10 of Robertson's Third Addition to Midlothian a Subdivision of the East 1353 feet of the South 1/2 of the Southwest 1/4 of Section 14, Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

P.I.N. # 38-11-314-010 11

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DEPT-01 RECORDING \$20.00
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COOK COUNTY RECORDER

EXHIBIT A

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MAIL TO:
SCOTT REICH
P.O. BOX 26
FLOSSMOOR, IL
60422