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registered, and that they have ceased cohabiting as husband and wife.

on February 10, 1974 at Chicago, Illinois, where said marriage was

3. That the parties hereto were lawfully joined in marriage

prior to the making of these findings.

of Cook and State of Illinois for a period in excess of 90 days
action and she has continuously remained a resident of the County

and State of Illinois at the time of the commencement of this
2. That the petitioner was a resident of the County of Cook

the subject matter of, this cause.

1. That this court has jurisdiction of the parties to, and

doth find:

argument of counsel, and being fully advised in the premises,

the petitioner in support of his said petition, having heard

William P. Hink, the court having heard the evidence adduced by

present in open court and being represented by his counsel

court with her counsel Alice S. Levin, and the respondent being

marriage of the petitioner, the petitioner being present in open

parties and upon the duly verified petition for dissolution of

This cause coming on to be heard upon the stipulation of the

JUDGMENT OF DISSOLUTION OF MARRIAGE

Respondent.

ALBERT KRZYSIAK, a/k/a
WOSIECH KRZYSIAK,

and

Petitioner,

MARIA KRZYSIAK,

IN RE THE MARRIAGE OF

No. 88 D 07846

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

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4. That, as a result of the marriage, two children were born to the parties, namely, Mary, born October 1, 1974, and Anna, born July 26, 1978, and that no children were adopted by the parties and the petitioner is not now pregnant.

5. That the current net weekly income of the petitioner is approximately \$260.00, and the current net weekly income of the respondent is approximately \$260.00.

6. That respondent has been guilty of extreme and repeated mental cruelty toward petitioner without cause or provocation by petitioner.

7. That the petitioner has proved the material allegations of her petition by substantial, competent and relevant evidence; and that a judgment for dissolution of marriage should be entered herein.

8. The parties have entered in a marital settlement agreement dated the 26th day of December, 1989, at Chicago, Illinois concerning the questions of custody, visitation, and support of the minor children and maintenance, the respective rights of each party in and to the property, income or estate of either of them, including a division of all marital and non-marital property and other matters, which agreement has been presented to this court for its consideration. Said agreement was entered into freely and voluntarily between the parties; it is not unconscionable and ought to receive the approval of this court; and it is in words and figures as follows:

Case No. 90-0000257-2

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has been fully informed of the property, income, estate, and wealth
Topper and Wetas, Ltd. The parties do hereby acknowledge that each

employed as his attorney, William R. Hintz of the law firm of

Alan S. Levin of the law firm of Wayne & Levine. Husband has

respective rights to property. Wife has employed as her attorney,

the questions of maintenance, child support and custody, and their

consider it in their best interests to settle between themselves

for dissolution of marriage which either may have), the parties

between the parties (but without prejudice to any right or action

Without collusion as to any dissolution of marriage proceedings

and husband has appeared and responded.

Wojciech Krzyzak, Respondent" and known as case no. 88 D 07846,

Marriage of Maria Krzyzak, Petitioner v. Albert Krzyzak a/k/a

the Circuit Court of Cook County, Illinois, entitled "In Re the

1988. Wife has commenced an action for dissolution of marriage in

and apart and have been living separate and apart since April 15

between the parties as a result of which they are now living separate

Various irreconcilable difficulties and differences have arisen

were adopted by the parties hereto and the wife is not now pregnant.

born October 1, 1974, and Anna, born July 26, 1978. No children

born to the parties as a result of this marriage, namely, Mary,

Cook County, Illinois on February 10, 1974. That two children were

The parties hereto were lawfully joined in marriage at Chicago,

RECITALS

a/k/a Wojciech Krzyzak ("husband").

1989, by and between Maria Krzyzak ("wife") and Albert Krzyzak

Agreement made and entered into this 29th day of December

MARITAL SETTLEMENT AGREEMENT

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A. Furniture and Furnishings. Each party shall retain the furniture and furnishings currently in his or her possession, free and clear of any claims of the other party.

B. Automobiles. Each party shall retain the automobile currently in his or her possession. Each party shall be responsible for any payments on his or her automobile and said party does hereby agree to indemnify and hold the other party harmless from any claim or demand relating thereto.

C. Real Estate. The parties are presently the owners in joint tenancy of the improved real property commonly known as 5325 S. Roman, Chicago, Illinois, the legal description of which is set forth in Exhibit A, attached hereto and made a part hereof. Upon entry of a judgment of dissolution of marriage, husband shall convey all right, title and interest that he may have in and to said real property to wife free and clear of any and all liens or encumbrances excepting the first mortgage indebtedness and general real estate taxes for the year 1989 and subsequent years. Husband warrants that except for the first mortgage indebtedness he has incurred no other liens, judgments or encumbrances against said property of his making, and if any are so discovered after a judgment of dissolution of marriage husband shall immediately pay and discharge said liens, judgments or encumbrances and he shall indemnify and hold wife harmless from any liability therefor.

Wife shall thereafter be responsible for and hold husband harmless with respect to said first mortgage indebtedness and any future installments of real estate taxes and insurance on said property. In consideration for said conveyance by husband within

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[Handwritten initials]

shall be in accordance with Section 513 of the IMDMA.
 The parties obligation to pay for the childrens' college education
 which sum shall be paid to wife at the rate of \$20.00 per week.
 of temporary child support in the sum of \$ 735.00
 a judgment herein. Husband is currently in arrears in payment
 ever sum is greater, which payments shall commence upon entry of
 of \$65.00 per week, or 25% of Husband's net weekly income, which-
 Husband shall pay to wife as and for child support the sum

VI. - CHILD SUPPORT AND EDUCATION.

rights of visitation in husband, which *[Handwritten: should be denied]*
 tion of the minor children of the parties subject to the reasonable
 wife shall be awarded the care, custody, control and educa-

V. - CUSTODY AND VISITATION

- against husband, whether past, present or future.
2. Wife waives all claims to maintenance which she may have against wife, whether past, present or future.
 1. Husband waives all claims to maintenance which he may have against wife, whether past, present or future.

IV. - MAINTENANCE

Each party shall be responsible for any debts he or she may have individually incurred since the separation of the parties.

III. - DEBTS

said party, free and clear of any claims of the other party.
 or possession of either party shall be retained by and awarded to
 D. Miscellaneous Property. All other property in the name
 marriage, wife shall pay to husband the sum of \$4,460.00.

one (1) year from the date of entry of a judgment of dissolution of

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and effect during such time as he has any obligation of support for the minor children, major medical and basic hospitalization insurance coverage covering possible major medical needs of the minor children, and shall deliver a copy of said policy to wife. In the event that wife is able to obtain medical insurance at no

3. Husband, at his sole expense, shall maintain in full force and effect during such time as he has any obligation of support for the minor children, major medical and basic hospitalization insurance coverage covering possible major medical needs of the minor children, and shall deliver a copy of said policy to wife. In the event that wife is able to obtain medical insurance at no

2. In the event of serious illness of the minor children, or the need for extensive hospitalization, medical, dental, optical, psychiatric, psychological or orthodonture care, wife agrees that she will consult with husband before such care is rendered. It is understood, however, that wife's agreement to consult with husband shall not apply in cases of an emergency in which any minor child's life or well-being is endangered.

1. Husband agrees to pay and be responsible for all extra-ordinary medical expenses incurred on behalf of the minor children during such time as he has any obligation of support or college expense for the children. For purposes of this agreement, extraordinary expenses shall include, but not by way of limitation, all teeth straightening costs, the cost of major illnesses requiring hospitalization, the cost of major dental work, operations, optical costs, serious accidents, and other medical or other similar costs. Wife agrees that she will pay for and be responsible for all ordinary and routine medical and dental expenses, which include, but not by way of limitation, routine check-ups, minor ailments, ordinary drug supplies, dental prophylaxis, filling of cavities, and the like.

VII. - MEDICAL AND RELATED EXPENSES

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In the event any party to this agreement is required or obligated to pay, delay, incur or provide for any tax, debt, obligation, expense, loan, mortgage, account or otherwise satisfy a creditor, then that party does, by these presents, indemnify and hold the other party harmless from said claim, tax, account, obligation, expense, mortgage, loan or account. The party obligated to pay under this agreement shall defend, on behalf of the other party, any claim, cause, suit, demand or action brought

X. - INDEMNITY

Each party shall be responsible for the payment of his or her own individual attorney's fees and costs.

IX. - ATTORNEYS' FEES

Husband shall maintain the life insurance policy on his life in the sum of \$25,000 with wife as trustee for the children of the parties, and with said children being the irrevocable beneficiaries thereunder. Said policy shall remain in full force and effect during such period of time as husband has the obligation of supporting said children but in no event, will be compelled to maintain the children as beneficiaries after the youngest child reaches his or her 23rd birthday.

VIII. - LIFE INSURANCE

4. Husband shall provide wife with current identification cards in order to enable her to identify the children's coverage under the hospitalization and medical insurance policy to be provided by husband. those medical expenses not covered under Husband's policy. such insurance for the benefit of the children, thereby covering cost for the children through her employment wife shall maintain

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law, or which he or she otherwise has or might have or be entitled existing between said parties hereto, under the present or future widow and widower, or otherwise, by reason of the marital relations other right, title, claim, interest and estate as husband and wife, inheritance, descent, distribution, community interest and all representatives and assigns, all rights of maintenance, dower, quitclaim and grant to the other, his or her heirs, personal does hereby forever relinquish, release, waive and forever as herein otherwise expressly provided, each of the parties To the fullest extent by law permitted to do, and except

XII. - WAIVER OF RIGHTS OF INHERITANCE

and present and effective rights are hereby relinquished and waived, above designated to be transferred, assigned and conveyed in full, present transfer, assignment and conveyance of all rights herein- and it is hereby expressly declared to, constitute a full and refuse to execute any such documents, then this agreement shall, provided. If either party hereto, for any reason shall fail or property of said parties in the manner herein agreed upon and of this agreement and establish of record the ownership of the ments which may be necessary or proper to carry out the purposes from time to time, to execute and acknowledge any and all instru- hereto, as hereinabove provided, and hereafter, at any time and or proper to vest the titles and estates in the respective parties upon request of the other, good and sufficient instruments necessary Each of the parties hereby agrees to execute and acknowledge

XI. - OBLIGATION TO EXECUTE

by a third party against the indemnitee herein.

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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 possession or in expectance, 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 will at any time hereafter 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 XIV, and further agrees that in the event any suit shall be commenced this release when pleaded, shall be and constitute a complete defense to any such claim so instituted by either party hereto. Each party agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees, or assigns, any and all such deeds, releases or other instruments and further assurances as may be required to reasonably affect 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 comply with the provisions of this agreement, or the right of either party under this agreement.

XIII. - WAIVER OF OTHER RIGHTS

Except as herein otherwise provided, each party hereby waives and relinquishes all rights to act as administrator-with-the-will-annexed to the estate of the other party, and each of the parties does further relinquish all rights to inherit by intestate succession

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any of the property of which the other party may die seized or possessed, should either of the parties hereto die intestate. In such event, 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 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 restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligations of the other to comply with the terms of this agreement, or the rights of either party.

XIV. - BINDING AGREEMENT

This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, assigns, administrators, legal representatives, successors, executors, devisees and grantees.

In Witness Whereof, the parties have hereto set their hands and seals on the day and year first above written.

Maria Krzysiak
Maria Krzysiak

Albert Krzysiak
Albert Krzysiak

Albert Krzysiak

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EXHIBIT A

LOT 32 IN BLOCK 4 IN GARFIELD MANOR SUBDIVISION, OF THE SOUTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

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IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a judgment of dissolution of marriage and the bonds of marriage heretofore existing between the petitioner Maria Krzysiak, and the respondent Albert Krzysiak, a/k/a Wogsiech Krzysiak, be, and the same are hereby dissolved.

B. The marital settlement agreement between the petitioner and the respondent dated the 29th day of December, 1989, and hereinabove set forth in full, is made a part of this judgment of dissolution of marriage; all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the orders of this court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this court; and each of the parties hereto shall perform any and all of his or her duties and obligations under the terms of this agreement.

C. This court expressly retains jurisdiction of this cause for the sole and exclusive purpose of enforcing all the terms of this judgment of dissolution of marriage, including all the terms of the marital settlement agreement made in writing between the parties hereto dated the 29th day of December, 1989, as hereinabove set forth.

APPROVED:

[Signature]
Attorney for Petitioner

[Signature]
Attorney for Respondent

ENTER:

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Judge

DEC 9 1989

[Signature]

WAYNE & LEVINE #90850
111 W. Washington Street
Chicago, Illinois 60602
782-2801

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Albert Krzysiak
5325 S. HOMAN
CHICAGO, IL.

19-11-415-009

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SEARCHED

DEPT-01 RECORDING
 11/22/90 11:23 AM
 19121 4 22
 * 90-01-012572
 COOK COUNTY RECORDER

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE: 11/21/90

Annalia Pranski

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

23 MAIL