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Attorney No. 29975

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

IN RE THE MARRIAGE OF)
)
 LARDINE J. CULOTTA,)
)
 Petitioner,)
)
 and)
)
 FRANCES J. CULOTTA,)
)
 Respondent.)

No. 90 D 9517

. DEPT-01 RECORDING \$19.29
 . T#1111 TRAN 7969 06/24/91 15:51:00
 . #9837 # A *-91-306178
 . COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the Petition of LARDINE J. CULOTTA for Dissolution of Marriage and the Response of FRANCES J. CULOTTA thereto; and both parties being present in Open Court and represented by counsel, LARDINE J. CULOTTA by his attorney, LEONARD T. TIMPONE of the law firm of LEONARD TIMPONE & ASSOCIATES, and FRANCES J. CULOTTA by her attorney, MARY FAHEY of the LAW OFFICES OF FAHEY & ASSOCIATES; and the Court having heard the testimony of both parties, having reviewed the evidence presented and arguments of counsel, and being fully advised in the premises, DO TH FIND:

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

2. That both the Petitioner and the Respondent were residents of the State of Illinois at the time of filing of the Petition for Dissolution of Marriage, and have maintained said domicile in the State of Illinois for ninety (90) days next preceding the making of these findings.

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3. That the parties were lawfully joined in marriage on October 17, 1982, and said marriage was registered in Chicago, Cook County, Illinois.

4. That no children were born to or adopted by the parties as a result of the marriage, and the Respondent is not now pregnant.

5. That the parties have lived separate and apart for a continuous period in excess of two (2) years next preceding the entry of this Judgment.

6. That irreconcilable differences have caused the irretrievable breakdown of the marriage, and the Court further finds that efforts at reconciliation have failed and that future attempts at reconciliation would be impractical and not in the best interests of the family as evidenced by testimony of the parties.

7. That the Petitioner has proved the material allegations of his *Petition for Dissolution of Marriage* by substantial, competent, and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein.

8. That the parties have entered into an oral Property Settlement Agreement concerning the questions of division of property, maintenance and payment of debts, including the division of all marital and non-marital property. That said Agreement was freely and voluntarily entered into by and between the parties hereto which, in words and figures, is as follows:

A. That both parties waive any and all claims to maintenance against the other, and agree that by said waiver they

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are forever barred from coming into this Court, or any other Court, seeking maintenance from the other whether past, present or future.

B. That the parties own a building in joint tenancy located at 3319 West Cuyler Avenue, Chicago, Cook County, Illinois. Said residence will be placed for sale and when sold, the proceeds will be divided fifty-five percent (55%) to FRANCES J. CULOTTA and forty-five percent (45%) to LARDINE J. CULOTTA after payment of the outstanding mortgage balance, closing costs, the balance due on certain charge accounts incurred by the parties during the marriage, and other related matters. More specifically, the charge accounts to be paid are Montgomery Wards, Account No. 397-551-024, Discovery Card, Account No. 6011-0077-7850-0602, and Sears and Roebuck, Account No. 1-56208-16328-7. It is understood by the parties that the approximate balances on said cards are \$3,500.00. It is further understood by the parties that LARDINE J. CULOTTA, until the residence is sold, will pay the minimum amount due on each charge card and will be reimbursed for all amounts he has paid on account of said cards from February 27, 1991, the date of the prove-up, until the house is finally sold and the charge account balances are paid in full.

C. That each party will retain the personal property presently in his or her own possession.

D. That each party will sign any documents necessary transferring to the other ownership of said personal property, including each party's vehicle.

E. That LARDINE J. CULOTTA will retain as his sole and

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exclusive property, free and clear of any claim by FRANCES J. CULOTTA, all right, title, and interest in his pension or any other retirement benefits he has as a result of his employment with Material Services.

F. That FRANCES J. CULOTTA will have the right to convert LARDINE J. CULOTTA's present medical insurance to a personal policy of her own. It is understood by the parties that LARDINE J. CULOTTA will reimburse FRANCES J. CULOTTA fifty percent (50%) of any premiums she has to pay for said conversion up through December of 1991. It is further understood by the parties that after December of 1991, LARDINE J. CULOTTA will have no responsibility to contribute to any of the expenses or obligations of FRANCES J. CULOTTA and more specifically, to her medical insurance premiums.

G. That each party will be responsible for his or her own attorney's fees and costs incurred in connection with this matter. LARDINE J. CULOTTA will contribute to the attorney's fees of FRANCES J. CULOTTA by paying to the LAW OFFICES OF FAHEY & ASSOCIATES the sum of \$1,500.00.

H. That both parties will reimburse the marital estate for any personal property either party removes from the building located at 3319 West Cuyler Avenue, Chicago, Cook County, Illinois, after February 27, 1991, up until the date of sale.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED:

1. That the parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the

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Petitioner, LARDINE J. CULOTTA, and the Respondent, FRANCES J. CULOTTA, are hereby dissolved.

2. That both parties waive any and all claims to maintenance against the other, and agree that by said waiver they are forever barred from coming into this Court, or any other Court, seeking maintenance from the other whether past, present or future.

3. That the oral Property Settlement Agreement was freely and voluntarily entered into by and between the parties hereto, and the terms and provisions of same are incorporated herein and made a part of this Judgment for Dissolution of Marriage.

4. That each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

5. That any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

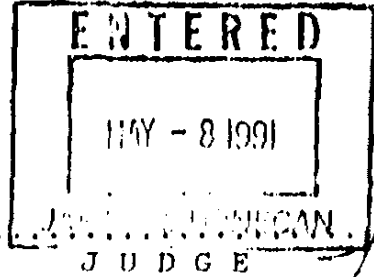
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6. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage.

ENTER:



Property of Cook County Clerk's Office

LEONARD TAMPONE & ASSOCIATES
Attorneys for Petitioner
20 North Clark Street
Suite 2727
Chicago, IL 60602
(312) 346-6686

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Property of Cook County Clerk's Office



Fahey & Associates
3554 W. Irving Park Road
Chicago IL 60618

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-15-91

Aurilia Pucinski

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.

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WARRANTY DEED
Statutory (ILLINOIS)
(Individual to Individual)

JOINT TENANCY

CAUTION Consult a lawyer before using or acting under this form.
All warranties, including merchantability and fitness, are excluded.

THE GRANTOR John T. Rice, and Dorothy E. Rice, his wife

of the City of Chicago County of Cook
State of _____ for and in consideration of

Ten _____ DOLLARS,
_____ in hand paid,

CONVEYS and WARRANTS to
Lardine J. Culotta, and Frances J. Culotta, his wife 3219 BELLEPLAINE, CHICAGO

(The Above Space For Recorder's Use Only)

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(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of Cook in the State of Illinois, to wit: NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS

Lot Sixteen (ex. the West 12 feet thrf.)-----(16)
The West 16 ft. of Lot Seventeen------(17)

In Block Eight (8) in William H. Condon's Subdivision of the West Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of Section 14, Town 40 North, Range 13, East of the Third Principal Meridian.

TAX # 13-14-429-012 vol. 337 PROPERTY 3319 W. CUYLER CHICAGO, IL 60618
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. NOT AS TENANTS IN COMMON BUT AS JOINT TENANTS.

DATED this 9th day of March 1987

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

John T. Rice (SEAL) _____ (SEAL)
John T. Rice
Dorothy E. Rice (SEAL) _____ (SEAL)
Dorothy E. Rice

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN T. RICE AND DOROTHY E. RICE, HIS WIFE

IMPRESS SEAL HERE

personally known to me to be the same person as whose name as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 9th day of March 1987

Commission expires October 22, 1987

Robert E. Chew
NOTARY PUBLIC

This instrument was prepared by Robert E. Chew, P.C. 102 North Cross St. Wheaton, IL (NAME AND ADDRESS)

MAIL TO

EDWARD E. REDA, SR
(Name)
4857 W. BELMONT
(Address)
CHICAGO, IL 60641
(City, State and Zip)

ADDRESS OF PROPERTY
3319 West Cuyler

Chicago, Illinois
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO

(Name)

(Address)

OR

RECORDER'S OFFICE BOX NO

ATTEN "RIDERS" OR REVENUE STAMPS HERE

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