

UNOFFICIAL COPY

This day came again the Petitioner, Valeriu Gava, by and through his attorney Mayme F. Spitzer, and the Respondent, Elena Gava, being represented by Irvin J. Jacobson; the parties having settled all matters in controversy arising out of the marriage, by agreement of the parties this matter did proceed to trial as in the case of a default;

And the Court having heard testimony of the witness taken in open court in support of said Petitioner's Petition for Dissolution of Marriage (a certificate of which evidence is filed herein), and now being fully advised in the premises, doth find:

1. That it has jurisdiction of the parties and the subject matter hereof;
2. That the petitioner was residing in the State of Illinois, County of Cook at the time of filing the petition herein and has been residing in the State of Illinois for over ninety (90) days prior to the hearing herein;
3. That the parties were lawfully married March 18, 1990 at Chicago, Illinois and the marriage is registered in Cook County, Illinois.
4. That no child was born to the parties, no child was adopted and the petitioner is not pregnant.
5. That during the course of the marriage, irreconcilable differences arose between the parties which lead to an irretrievable breakdown of the marriage. Attempts at reconciliation have proven futile. That the parties have been separated for less than two (2) years and the written statement of the parties waiving the statutory requirement that the parties have lived separate and apart for a continuous period in excess of six (6) months but less than two (2) years has been filed herein.
6. That the parties have entered into a written Marital Settlement

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF

VALERIU GAVA,

Petitioner

and

ELENA GAVA,

Respondent

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

NO. 92 D 3268

DEPT-01 RECORDING \$43.50
 103333 TRAN 3991 05/12/93 14:47:00
 \$7815 + *-93-354583
 COOK COUNTY RECORDER

93054583

93054583

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6-11-12

UNOFFICIAL COPY

Agreement between themselves dated May 3, 1993, settling all questions of maintenance, property rights, attorney's fees and all other rights of the respective parties arising out of their marriage, and that said agreement has been received in evidence as Petitioner's Exhibit "1" and that by leave of Court is made a part of this judgment for Dissolution of Marriage by reference thereto and is set forth in words and figures as follows:

Property of Cook County Clerk's Office

88215266

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1.

provisions hereof; and the parties have participated in the drafting of this agreement and fully understands the legal effect of each of the derived therefrom and from all other sources, and each party has reviewed of all properties owned by them or either of them and of all income

Whereas, each party has made full and complete disclosure to the other and description, whether real, personal or mixed; and

or inheritance, and all other property of the other, of every kind, nature as to maintenance and/or support, dower rights, homestead rights, rights settle between themselves now and forever all of their respective rights,

Whereas, the husband and Wife consider it to their best interests to

Appearance and Answer thereto, and

MARRIAGE OF: Valeriu Gava and Elena Gava, and the Respondent has filed an

Relations Division, known as Case No. 92 D 3268 entitled IN RE THE

the Circuit Court of County, Illinois, County Department, Domestic

Whereas, the Petitioner filed a Petition for Dissolution of Marriage in

arose between them; and

parties ceased living together because irreconcilable differences that

Husband and Wife until on or about April 4, 1992, at which time the

the County of Cook, State of Illinois, and that thereafter lived together as

Whereas, the parties were married to each other on March 18, 1990, in

W I T N E S S E T H

as the Husband and ELENA GAVA, hereinafter referred to as the Wife.

Chicago, Illinois, by and between VALERIU GAVA, hereinafter referred to

THIS AGREEMENT, made and entered into this 3rd day of May, 1993, at

MARITAL SETTLEMENT AGREEMENT

EXHIBIT "1"

93354583

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

liens and encumbrances on any and all property awarded to the respective exclusively responsible for and pay and delay in their entirety any and all

The parties further covenant and agree that each shall be solely and possession

whichever kind whatsoever, and wherever situated now in their respective any interest that the other may have therein, all of the property, of

parties shall retain as their sole and exclusive property, free and clear of both real, personal, mixed, marital, and non-marital, and that each of the That the parties have heretofore divided all their property, of any nature,

PERSONAL PROPERTY

ARTICLE II

entered, this Agreement shall be null and void and of no legal effect.

herein, but in the event no judgment for Dissolution of Marriage is

therein and shall thereafter be binding and conclusive upon the parties

judgment for Dissolution of Marriage and be attached thereto and merged

that this Marital Settlement Agreement shall be incorporated in said

of Marriage on evidence presented, then and only in that event, it is agreed

Valeriu Gava and Elena Gava, sees fit to award a judgment for Dissolution

Relation Division, in Case No. 92 D 3268 entitled IN RE THE MARRIAGE OF:

That in the event the Circuit Court of Cook County, Illinois, Domestic

WHEN AGREEMENT BECOMES EFFECTIVE

ARTICLE I

is hereby acknowledged, the parties hereto agree, as follows:

good and valuable consideration herein expressed, the sufficiency of which

NOW, THEREFORE, in consideration of the mutual promises and other

his or her respective rights in the premises.

Agreement, and each party acknowledges, that he and she fully understand

93555583

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3. The Wife is presently occupying an apartment 232 located at 537 West Melrose, Chicago, Illinois for which the Husband is responsible. The Wife agrees to vacate the said apartment on or before May 31, 1993.

2. The Husband shall assume all responsibility for all liens and encumbrances on the aforesaid property and shall save and hold the Wife harmless and indemnified therefrom.

1. That the husband is the legal title holder of the property commonly known as 14508 Richmond Avenue, Park Forest, Illinois. At the time of the entry of the Judgment for Dissolution of Marriage the Wife shall Quit Claim any right, title and interest she may have in the property to the Husband.

A. REAL PROPERTY

PROPERTY SETTLEMENT

ARTICLE IV

That each of the parties hereto hereby agree to execute and acknowledge, concurrently with the execution thereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as herein as provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all documents which maybe necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided.

EXECUTION OF DOCUMENTS

ARTICLE 111

partly pursuant to the terms and provision of this Marital Settlement Agreement.

088155366

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The Husband shall be responsible for debts and obligations that were incurred during the marriage of the parties and which stand in his name alone. That both Husband and Wife shall be responsible for any debts

DEBTS AND OBLIGATIONS

ARTICLE V

The Husband shall have as his sole and separate property THE 1987 Chevrolet Astro CL Van, the rug shampooing machine and the video camera free and clear of any interest in the Wife.

E. MISCELLANEOUS PERSONAL PROPERTY

That upon the effective date of this agreement, each party does hereby release and assign to the other, whatever right or interest he or she may have in the others retirement plans.

D. PENSION AND PROFIT SHARING PLANS AND RETIREMENT PLANS

That both Husband and Wife shall keep as their sole and exclusive property, free and clear of any interest of the other, all funds on deposit and held solely in their name or in their name andy any third person, except that the funds on deposit at American Nation Bank, account #11762985 in the name of Irvin Jacobson & Mayme Spencer FBO Valeriu Gava and Elena Gava in the sum of \$16,703.80 plus earned interest of \$227.16 is to be transferred to Elena Gava on entry of the judgment for Dissolution as part of the Settlement Agreement.

C. BANK ACCOUNTS, STOCKS, BONDS AND OTHER INVESTMENTS

That all furniture, furnishings and other personal property contained in each of the parties' residences or in each parties' possession, wherever situated, shall be the sole and exclusive property of the party in possession.

B. FURNITURE AND FURNISHINGS

93554583

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction, enforcement or other legal action. If a court of competent jurisdiction, any time after the entry

SEVERABILITY AND CONSTRUCTION

ARTICLE V111

1. The Husband shall pay to the wife as maintenance the sum of Thirteen Thousand Nine Hundred Sixty-nine (\$13,979.04) and 04/100 in installments of Four Hundred (\$400.00) Dollars per month commencing on the 17th day of May, 1993 and the 17th day of every subsequent month thereafter until paid in full. Said payment is in full and complete settlement of any claims she may have to any past, present or future maintenance and support.

2. The Husband waives any claim he may have to past, present or future maintenance and support.

MAINTENANCE

ARTICLE V11

That both Husband and Wife shall pay and be responsible for their own attorney's fees and court costs, except that the Husband shall contribute the sum of Fifteen Hundred (\$1,500.00) Dollars toward the Wife's attorneys fees to be paid to Irvin J. Jacobson, Attorney, Suite 3550, 55 W. Monroe Street, Chicago, IL. 60603-5082 in 30, 60 and 90 days. That Irvin J. Jacobson shall have judgment for \$1,500.00 with a stay of execution for 90 days.

ATTORNEY'S FEES

ARTICLE VI

and obligations incurred after the date of separation, May 3, 1993.

93054583

Property of Cook County Clerk's Office

UNOFFICIAL COPY

93354583

of Judgment for Dissolution of Marriage, holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement, in that the Agreement was prepared and executed in Illinois, and the parties are residents of and domiciled in Illinois. The Husband filed an action for Dissolution of Marriage and the Wife filed her appearance in that action. The parties choose and desire for the sake of certainty as well as other considerations to be bound by the law of Illinois.

Except as hereinabove provided in this Agreement, each of the parties hereto does forever waive, release, quit claim, assign and otherwise terminate for himself/herself, his/her agents, attorneys, assigns and administrator, all right of maintenance and support, dower, homestead, inheritance, and any and all beneficial interest that either party may have in the life insurance owned by the other or in and to an beneficial interest that each party may have in any trust fund or account owned by the other, including but not limited to any pension rights or profit sharing funds, stock options, and all other property rights, which he or she now has or may thereafter have, or acquire because of the marital relations now existing between the parties hereto, or having existed between the parties hereto under any present or future law, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by the other party, whether real, personal or mixed, whether tangible or intangible, legal or equitable, either a present or

MUTUAL RELEASE

ARTICLE IX

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93354388

VALERIU GAVA

Valeriu Gava

ELENA GAVA

Elena Gava

Both parties acknowledge that at the time respondent arrived in the United States from Canada and thereafter neither party had any intention to avoid Immigration and Naturalization Service rules and regulations. It is agreed that their marriage was voluntary and not arranged for the purpose of obtaining citizenship on Elena Gava's behalf and that the parties were living together as husband and wife for a period of approximately 2-1/2 years prior to their marriage and for over two years thereafter.

ARTICLE X

VALERIU GAVA

Valeriu Gava

ELENA GAVA

Elena Gava

future interest in any such property, and whether said interest is held individually, jointly, or in community or marital property. Each party further agrees for himself/herself, his/her agents, attorneys, assigns and administrators, that the Court cannot modify or change the provisions of this Agreement despite any change of circumstances, substantive, material or otherwise. This Agreement shall be governed by the laws of the State of Illinois, shall become effective upon the judgment for Dissolution of Marriage being granted, and all of its provisions shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives and assigns. IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures on the day and year first above written.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9355483

Marital Settlement Agreement entered into on May 3, 1993, and merged in
has heretofore relinquished to the other by the terms of this written

these rights against the other as well as all other rights and claims each
in the future, each is forever barred and foreclosed from asserting any of
homestead rights and claims that either now has or may hereafter acquire

against the other all claims of maintenance and support, dower rights
D. That both the Petitioner and the Respondent having each waived

Dissolution of Marriage and is a part herof.
which agreement has been merged and incorporated in this judgment for

Marital Settlement Agreement entered into between them on May 3, 1993,
directed to comply with all of the terms and provisions of the written

C. That the Petitioner and the Respondent are hereby ordered and
were set forth verbatim in this judgment for Dissolution of Marriage.

the same extent and with the same force and effect as if said provisions
affirmed, approved and adopted as the Order and judgment of this Court to

forth verbatim in all of its terms and provisions are hereby expressly
of which is attached hereto and merged and incorporated herein as if set

heretofore received in evidence as Plaintiff's Exhibit "1" and the original
rights of the respective parties arising out of their marriage and

maintenance and/or support, property rights, attorneys fees and all other
executed by the Petitioner and Respondent settling all questions of

B. That the written Marital Settlement Agreement entered into and
accordingly.

Plaintiff and the Defendant be and the same are hereby dissolved
Marriage and the bonds of matrimony heretofore existing between the

A. That the parties are awarded a judgment for Dissolution of
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

93354583

Property of Cook County Clerk's Office

this judgment for Dissolution of Marriage.
E. That the Court hereby retains jurisdiction over the parties hereto
and the subject matter hereof for the purpose of enforcing this judgment
for Dissolution of Marriage and all the terms and provisions set forth in
the Marital Settlement Agreement entered into between the parties hereto
and dated May 3, 1993, which written Marital Settlement Agreement is
merged and incorporated in this judgment for Dissolution of Marriage and
adopted by this Court as its own.

APPROVED:

ENTER:

VALERIU GAVA

Valeriu Gava

ELENA GAVA

Elena Gava

JUDGE
GEOERGE W. MORTSCHILD
MAY 5 1993
ENTERED

UNOFFICIAL COPY

CLERK OF THE 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.

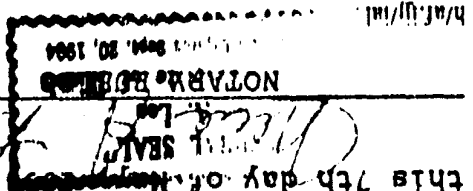
DATE 5-6-93
I HEREBY CERTIFY THE ABOVE TO BE CORRECT

Property of Cook County Clerk's Office

030 T

UNOFFICIAL COPY

P/N #: 88-113-003



Subscribed and sworn to before me this 7th day of...

IRVIN J. JACOBSON

Handwritten signature of Irvin J. Jacobson.

Further Affiant sayeth not.

This Affidavit and Judgment is recorded for the purpose of notice to general public that such lien exists.

4. In consideration of Elena Gava's waiver and quit claim the title holder Valeriu Gava has agreed to pay the sum of \$13,979.04 as provided in Article VII of said Judgment for Dissolution of Marriage and constitutes a Judgment against the holder, Valeriu Gava.

3. The legal description of said property is as follows: Lots 5 and 6 (except that part of said lots taken for Tollway) in Block 9 in James J. Smith & Company's Third Addition to Blue Island of part of the Northwest 1/4 of Section 12, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

2. That Elena Gava, respondent, who was represented by me quit claimed and waived all right, title and interest in the property commonly known as 14508 Richmond Avenue, Rosemont, Illinois.

1. The attached Judgment for Dissolution of Marriage was entered on May 5, 1993 by the Honorable George W. Rothchild, Judge of the Circuit Court of Cook County.

Irvin J. Jacobson, being first duly sworn on oath, deposes and states as follows:

AFFIDAVIT

STATE OF ILLINOIS)
) SS
) COUNTY OF COOK)

9355428J

UNOFFICIAL COPY

43 50
B

RIND JACOBSON
GRIFFITH & JACOBSON
55 W. MADISON
SUITE 3550



Property of Cook County Clerk's Office