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#70922

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

IN RE: THE MARRIAGE OF
DONNA ROMAN,

94596633

Petitioner,

and

No: 91 D 11193

DAVID ROMAN,

Respondent.

JUDGMENT OF DISSOLUTION OF MARRIAGE

0001	
RECORDING #	61.00
94596633 #	
SUBTOTAL	61.00
CHECK	61.00

THIS CASE coming on to be heard upon the Petition of the Petitioner, DONNA ROMAN, for Dissolution of Marriage, and the Respondent appearing in open Court in her proper person and by her attorney, MARY CAROL FAPMAR; and the Respondent appearing in person and by LEVINE, WITTENBERG & SHAW, LTD., and having stipulated that the matter be heard as an uncontested matter, and the Court having heard the testimony and evidence of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, and the Court considering all the evidence and now being fully advised in the premises:

1 PURC CTR	
0007 MCH	10:47

FINDS:

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

0001	
MAIL #	0.50
94596633 #	
SUBTOTAL	0.50
CHECK	0.50

2. That the Petitioner is presently and has for more than ninety (90) days last past, continuously and immediately preceding the filing of her Petition for Dissolution of Marriage and the entry of this Judgment been an actual resident of the State of Illinois.

1 PURC CTR	
0008 MCH	10:48

3. That the Petitioner and Respondent were lawfully married on March 12, 1977, at Chicago, Illinois.

4. That as a result of the marriage, three children were born to the parties, namely: DANA, age 11, DANIELLE,

MAIL TO
 David Roman
 10434 S Hamlin Ave
 Chicago, IL 60655
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714
\$61.50

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- age 11, and DAWN, age 10, and the Wife is not presently pregnant; no children were adopted.

5. That irreconcilable differences have caused the irretrievable breakdown of the marriage and it is in the parties best interests that the marriage be dissolved. That the parties have been separated continuously for a period in excess of 6 months and have waived the 2 year separation requirement.

been reduced to a 6. That the parties have entered into an oral ~~and a~~ *agreement which has* written Marital Settlement Agreement which reads in part, as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made effective this 8th day of July, 1983, by and between DONNA ROMAN residing at Oak Lawn, Illinois, (hereinafter referred to as "Wife"), and DAVID ROMAN residing at Oak Lawn, Illinois, hereinafter referred to as "Husband").

A. The parties were lawfully married to each other in Chicago, Illinois, on March 17, 1977.

B. As a result of the marriage, three children were born to the parties, namely: TANA, age 11, DANIELLE, age 11, born Dec. 20, 1981, and DAWN, age 10, born Dec. 2, 1982; and the Wife is not presently pregnant. No children were adopted.

C. Irreconcilable difficulties and differences have arisen between the parties as a result of which they no longer live together as Husband and Wife.

D. The Wife has filed against the Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Case No. 01 D 11193; and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the

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matter of maintenance for Husband and Wife, other matters of support, and to fully settle the rights of the parties to any and all property either owned jointly or separately, and any and all other rights growing out of the marital or any other relationship now or previously existing between the parties, to settle any and all such rights of any kind, nature, character and description which either of them now owns or may hereafter acquire, have or claim to have against the other, or in or to any property of the other, whether real, personal and/or mixed, now owned or which may hereafter be acquired by either of them, or any and all rights and/or claims in and to the estate and property of the other.

2. The Wife has employed and has had the benefit of counsel, of MARY CAROL FAJAS, a former attorney. The Husband has had the benefit of counsel of DEWINE, WITTENBERG & SHUMAN, L.P.C., as his attorneys. Each party has had the benefit of advice, investment and recommendations with reference to the subject matter of this Agreement.

3. Each party acknowledges that he and she is hereunder and has been fully informed of the wealth, property, estate and income of the other. Each party further acknowledges that he or she is aware and has been fully informed of his or her rights in the premises and under the

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Laws of the State of Illinois

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

ARTICLE I

RIGHT OF ACTION

1. This Agreement is not one to obtain or stimulate a dissolution of Marriage.

2. The Husband reserved the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife. The Wife reserves the right to prosecute any action for Dissolution of Marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by the Husband.

ARTICLE II

CUSTODY AND VISITATION

1. The Wife shall have sole custody of the three minor children.

2. The Husband shall have reasonable visitation with

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the children which shall include the following:

- a) Alternate week-ends from Friday at 4:00 P.M. until Sunday at 8:00 P.M.;
- b) Alternate holidays;
- c) One evening per week from 4:00 P.M. until 8:00 P.M., with adequate notice to the Wife;
- d) Extended summer and holiday visitation, as the parties may agree;
- e) During the Husband's alternate week-end visitations the Wife may pick up the children for religious attendance on Sundays and return them to the Husband, except during ten occasions, which the Husband shall choose and so advise the Wife;
- f) The Husband shall pick up and drop off the children for his visitation;
- g) The Wife shall have extended summer and holiday periods with the children, as the parties may agree;
- h) Neither party may have an unrelated member of the opposite sex overnight when the children are present.

ARTICLE III

MEDICAL AND RELATED EXPENSES

1. The Husband shall continue to maintain the children in his employer provided medical, hospitalization and dental

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insurance plans. Any ordinary and extraordinary medical and dental expenses not covered by insurance shall be divided and paid equally by the Parties.

2. For purposes of this Agreement, the term "extraordinary medical and dental expenses" includes, but is not limited to, expenses incurred on behalf of a child, for operations, treatments, medications and services rendered as a result of accidents, illnesses or conditions requiring hospitalization or extended care and treatment; orthodontia and major dental work; and the like. Furthermore, "extraordinary medical expenses" shall include psychiatric and psychological expenses. Any of the parties agree that such treatment is necessary, or in such agreement, if a Court determines said treatment is required.

3. The obligations of the Parties shall continue until the emancipation of each child as defined herein.

4. If the Husband is unable to provide medical, hospitalization and dental insurance for the children through his employment, the Wife shall provide the aforesaid insurance and the Husband shall reimburse her for the full amount of the insurance premium incurred for the children's coverage.

[Handwritten signature]

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ARTICLE IV

EMANCIPATION EVENT

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With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time Husband's and Wife's obligations for the child as detailed in this Agreement shall terminate:

- a) The child reaching the age of 18 or completing high school, whichever is later;
- b) The child's marriage;
- c) The child having a permanent residence away from the permanent residence of the Husband or Wife. A residence at boarding school, camp, trade school, college or professional school is not to be deemed a residence away from the permanent residence of the Husband or Wife;
- d) The child's death;
- e) Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;
- f) The child engaging in full-time employment except that the child engaging in full-time employment during

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vacation or summer periods or during the time allowed the child to complete college or professional school as set forth in this Agreement shall not be deemed an emancipation event.

ARTICLE V

LIFE INSURANCE

The issue of the Husband's obligation to provide life insurance for the minor children is reserved.

ARTICLE VI

POST HIGH SCHOOL EDUCATION

The issue of the Parties' obligations to contribute to the post high school education expenses for the children is reserved.

ARTICLE VII

CHILD SUPPORT

1. Husband shall pay child support per an Order of Withholding in the amount of \$40.00 per week based upon his reported disability net income of \$232.00 per week.

2. The Husband shall notify Wife when he returns to work and shall adjust his child support to ^{a dollar} ~~A~~ amount equal to 1% of his then net income after deducting in addition to the usual statutory deduction, that sum which he is legally

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obligated to pay for the support of his other child by a prior marriage.

4. The Husband shall notify Wife when his obligation to support the child of the prior marriage terminates.

5. The Husband shall provide Wife with any documentation necessary to determine child support on a quarterly basis.

6. Wife shall claim the minor children as exemptions for federal and state income tax purposes.

ARTICLE VIII

MAINTENANCE

Both Husband and Wife waive maintenance from each other whether past, present or future. Neither party may seek support from the other and are barred from seeking support one from the other.

ARTICLE IX

PENSIONS

1. Wife waives her interest in Husband's pension and retirement plan through Van Leer.

2. Husband waives his interest in Wife's pension and retirement plan.

3. Each party is barred from claiming any interest in the above plan of the other.

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ARTICLE X

PERSONAL PROPERTY

1. The Husband shall keep the property he has previously removed from the marital home, except as stated below. Additionally, he shall be awarded and may remove from the marital home the L-shaped couch, the refrigerator currently located in the utility room, and the television currently located in the living room.

2. The Wife shall be awarded all other items of furniture, furnishings, appliances and fixtures located within the marital residence.

3. The Husband shall return to the Wife the 8-10 doors he previously removed from the marital residence, within 30 days of entry of judgment. The Husband shall retain as his sole and separate property all other items of personalty, which he has previously removed from the marital residence.

4. The Husband shall keep the two Buick automobiles; Wife shall transfer and assign any interest she may have in these vehicles to the Husband. Husband shall insure the said vehicles and hold Wife harmless from any costs and expenses incurred due to ownership or operation of said vehicles.

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5. The Wife shall keep the Plymouth Acclaim automobile; Husband shall transfer and assign any interest he may have in this vehicle to the Wife. Wife shall insure said vehicle and hold Husband harmless from any costs and expenses incurred due to ownership or operation of said vehicle. She shall assume all debt attached to said vehicle and hold Husband free and harmless therefrom.

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ARTICLE XI

REAL ESTATE

1. Husband and Wife are presently the owners in joint tenancy of a marital residence commonly known as 9535 S. Campbell, Chicago, Illinois. Upon the effective date of the entry of Judgment for Dissolution of Marriage, if not accomplished sooner, the Husband shall Quitclaim to the Wife all of his interest in said real estate. The Wife shall assume all debt attached to the residence, including utilities, mortgage, taxes, and insurance, and hold the Husband harmless from same. From July 7, 1993 and thereafter.

2. Wife shall ^{attempt to} refinance the residence ^{and buy out Husband's interest} within 120 days from July 18, 1993. Upon refinancing the residence, the Wife shall pay to the Husband the sum of \$22,200.00. The Wife, ^{if she is able to buy out Husband's interest in the said premises,} shall remove the Husband's name from any obligation on the residence, ^{effective as of 7/18/93.}

Handwritten note: The above stated terms shall be a condition of the settlement of the divorce proceedings hereinafter described. It is understood that the refinance responsibility is not to be taken on by the wife. The above stated terms shall be reviewed by the Husband's attorney.

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3. The Husband shall remove himself and his belongings from the marital residence no later than July 18, 1993 at 5:00 P.M.

4. If the Wife is unable to refinance the residence within 120 days from July 18, 1993, the house shall be listed for sale with a licensed real estate broker and sold at a reasonable price as soon as possible. Upon the sale of the residence, after customary closing costs and commissions are paid, the marital debts to Mastercard (approximately \$3,000) and to Discover (approximately \$1,000) shall be paid. The remainder of the net proceeds shall be divided equally between the Parties.

5. After July 18, 1993 at 5:00 P.M. the Wife shall have exclusive possession of the marital residence.

ARTICLE XII

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DEBTS

1. If the Wife is able to refinance the marital residence, she shall assume the marital debts to Mastercard (approximately \$3,000) and to Discover (approximately \$1,000) and shall hold Husband harmless from same.

2. The Wife shall pay to Phyllis Roman the sum of \$2,000 at the rate of \$100 per month interest free.

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3. The Husband shall assume all remaining debt to Phyllis Roman and hold Wife harmless therefrom.

4. Each party shall be responsible for his or her own attorney's fees and hold the other harmless and indemnified therefrom. *The Husband shall pay for Wife's attorney's fees the sum of \$1,050.00 or less for the balance of his attorney's fees payable consistently with the terms of sale of the marital residence.*

5. Except as otherwise stated herein, each party is responsible for all debts incurred by him or her since July 1, 1991.

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ARTICLE XIII

GENERAL PROVISIONS

1. EXECUTION OF DOCUMENTS: Except as otherwise provided, the Petitioner and Respondent shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments and documents necessary and proper to vest the titles and estates in the respective parties hereto, as herein provided, and thereafter at any time and from time to time, to execute, acknowledge, and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several assets of said Petitioner and Respondent in the manner herein agreed and provided. If either Petitioner or Respondent, for any reason, shall fail

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or refuse to execute any documents, then this Agreement shall, and it is hereby expressly declared, to constitute a full and present transfer, assignment, and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed, and a full, present, and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the Petitioner and Respondent designate any Judge or Associate Judge of the Circuit Court of Cook County, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. **MUTUAL WAIVER:** To the fullest extent by law permitted to do so, and except as herein otherwise provided, Petitioner and Respondent forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, dower, inheritance, descent, distribution, community interest, and all other right, title, claim and interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relationship

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existing between the Petitioner and Respondent, under any present or future law, or which he or she otherwise have or might have or entitled to claim in, to or against the property and assets of the other, whether real, personal, or mixed, or his or her estate, whether now owned or in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent, and Petitioner and Respondent further covenant and agree 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 and assigns, for the purpose of enforcing any and all of the rights relinquished under his Agreement; and Petitioner and Respondent respectively agree that in the event any suit shall be commenced, this release, when so filed, shall be and shall constitute a complete defense to any claim or suit so instituted by either party hereto; and Petitioner and Respondent further agree to execute and acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all deeds, releases, or other instruments and further assurances as may be required or reasonably required to effect or evidence of such release, waiver, relinquishment or

extinguishment of such rights, provided, however, that nothing herein contained shall operate or be construed as a waiver by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or rights of either party under this Agreement.

4. WAIVER OF ESTATE CLAIM: Except as herein otherwise provided, Petitioner and Respondent hereby waive and relinquish all rights to act as administrator-with-the-Will-annexed of the estate of the other party, and Petitioner and Respondent further relinquish all rights to inherit by Judgment, the same shall continue to have an independent legal significance without the ambit of said Judgment and shall be subject to enforcement by Petitioner or Respondent as in the case of any other contract or Agreement. Petitioner and Respondent, in order to protect the rights of the privacy of the other, shall not publish or disclose the terms hereof without the clear necessity thereof.

4. 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 modification. If a Court of competent jurisdiction at any time after entry of the

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Judgment of 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 Petitioner and Respondent 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; the children, if any, are residents of and domiciled in Illinois, and the Petitioner is a resident and domiciled in Illinois. The Wife filed an action for Dissolution of Marriage in Illinois, and the Husband has filed or has had filed in his behalf an Appearance and Response, if any, in that action. The parties choose and desire for the sake of certainty as well as other considerations to be bound by the laws of Illinois.

5. All Orders of Court entered in the action pending between the parties hereto providing for payment of temporary maintenance and/or child support (whether allocated or unallocated), temporary attorney's fees, and other expenses of suit, shall continue to remain in full force and effect to and including the day preceding the effective date

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of this Agreement and notwithstanding anything herein otherwise provided, any amounts which have been accrued pursuant to any temporary orders and which remain unpaid as of the effective date of this Agreement shall be deemed to be owing to the party obligated to pay any of said accrued amounts, shall pay such entire sum to the party or attorney entitled to receive same, and said payment shall be made within ten (10) days after effective date of this Agreement, and in addition to all other obligations contained in this Agreement.

IN WITNESS WHEREOF, DONNA ROMAN, Petitioner, and DAVID ROMAN, Respondent, have hereunto placed their hands and seals the day and year first above written.

x *Donna Roman*
DONNA ROMAN

David Roman
DAVID ROMAN

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WHEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

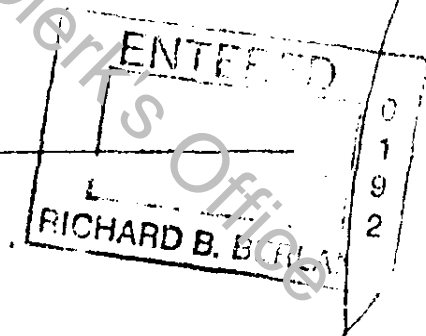
A. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner and Respondent are hereby dissolved.

B. That the aforesaid Marital Settlement Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every provision therein shall be binding upon the parties as an Order of Court; that each of the parties shall comply with all of the provisions of said Agreement and shall execute all necessary documents to effectuate said provisions.

C. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including the terms of the Marital Settlement Agreement made a part hereof.

ENTER:

J U D G E



MARY CAROL FARMAR
ATTORNEY FOR PETITIONER
180 N. Michigan Avenue
Suite 2100
Chicago, IL 60601
(312) 782-0282
ATTORNEY NO: 70922

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NOTARY PUBLIC
State of Illinois
(Individual to Individual)

9374408

(NOTE: Consult a lawyer before using or acting under this form. Neither the publisher nor the editor of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.)

THE GRANTOR DAVID ROMAN, Divorced and not since remarried,

of the City of Oak Lawn County of Cook
State of Illinois for the consideration of
TEN and no/100 (\$10.00)-----DOLLARS.
& other good & valuable considerations in hand paid,
CONVEYS and QUIT CLAIMS to DONNA ROMAN,
Divorced and not since remarried, of 9535 S.
Campbell, Oak Lawn, IL

94596633

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)

all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lots 19 and 20 in Block 5 in Oak Lawn Campbell's Subdivision of that part of the West Half of the Northwest Quarter of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, Lying North of the Wabash, St. Louis and Pacific Railroad Except the East 8 Feet of Lot 6 and Except all of Lots 7, 8, 9, 10, 25, 26, 27, 28 and 29 in Block 4 and all of Block 11 in Minnick's Oak Lawn Subdivision of the Northwest Quarter and the West 20 Acres of the Northeast Quarter of Section 9, Township 37 North, Range 13 East of the Third Principal Meridian, (Except the North 699.94 Feet of the East 696 Feet Thereof) in Cook County, Illinois.

Subject to covenants, easements and restrictions of record.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 24-097-102-043-0000

Address(es) of Real Estate: 9535 S. Campbell, Oak Lawn, IL 60453

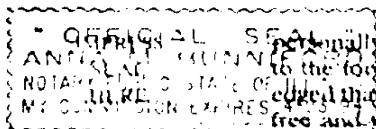
DATED this _____ day of _____ 19__

(SEAL) David Roman (SEAL)
DAVID ROMAN

(SEAL) _____ (SEAL)

SIGNATURE(S)

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 DAVID ROMAN, Divorced and not since remarried,



personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his 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 _____ day of _____ 19__

Commission expires _____ 19__

NOTARY PUBLIC

This instrument was prepared by Mary Carol Farmer, 180 N. Michigan Ave., Chicago, IL 60601 (NAME AND ADDRESS)

MAIL TO { MARY CAROL FARMAR, ESQ. (Name)
180 N. Michigan Ave., Suite 2100 (Address)
Chicago, IL 60601 (City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO

Donna Roman (Name)
9535 S. Campbell (Address)
Oak Lawn, IL 60453 (City, State and Zip)

OR RECORDER'S OFFICE (BOX NO)

AFFIX "RIDERS" OR REVENUE STAMPS HERE
This transaction is exempt under paragraph E, Section 4, of the Real Estate Transfer Act.

THE SIGNATURES AND COPIES ARE NOT VALID UNLESS THE SIGNATURES ARE COPIES AND THE NOTARY SEAL IS VALID.