

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

IN RE: THE MARRIAGE OF:)
DAVID CARL RENAR,)

Petitioner,)

and)

MARIE BRUNETTE RENAR,)

Respondent.)

No. 93 D 18651

DEPT-011 RECORDING 157.50
128666 FROM 7732 04/21/94 10:34:00
18942 1 1993 11-24-93 10:17
COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause is coming on to be heard as an uncontested matter, Respondent having filed an appearance on 12/27, 1993, but having failed to file an answer to Petitioner's Petition for Dissolution of Marriage. The Petitioner appeared in open court in person and by his attorney, Jon Kamerman, of Kamerman and Associates, and the Respondent, Marie Brunette Renar, appeared personally for said hearing. The court heard the evidence, a transcript of which will be duly filed. The court, being fully advised in the premises, hereby finds that:

1. This court has jurisdiction over the parties, the petitioner having been a resident of Illinois at the time the action was commenced, and having maintained that residence for at least ninety days next preceding the making of this finding. Respondent has not filed a response.

2. This court has jurisdiction over the subject matter.

3. The parties were married on September 28, 1990, in Glenwood, Illinois, and said marriage was registered in Cook

94355919

5750
20

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

County, Illinois.

4. The parties have lived separate and apart for a continuous period in excess of six months and irreconcilable differences have caused the irretrievable breakdown of the marriage and the court determines that efforts at reconciliation have failed or that future attempts at reconciliation would be impracticable and not in the best interests of the family. The parties have executed a written stipulation to waive the requirement of living separate and apart for a period in excess of two years.

5. Petitioner is 35 years old, and self-employed. Respondent is 30 years old, and is self-employed.

6. No children were born of the marriage, and Respondent is not now pregnant.

7. The Petitioner has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and a Judgment for Dissolution of Marriage should be entered herein, dissolving the bonds of marriage between the parties.

8. The parties hereto have entered in to a written Marital Settlement Agreement dated 2/25, 1994, concerning the questions of the maintenance of the parties, attorney's fees and costs, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and nonmarital property, and other matters, which agreement has been attached hereto and incorporated herein and presented to this court for its consideration. Said agreement was entered into freely and

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; it is in words and figures as follows:

Property of Cook County Clerk's Office

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MARITAL SETTLEMENT AGREEMENT

This agreement made and entered into this 25th day of February, 1994, in the City of Chicago, County of Cook, State of Illinois, by and between DAVID CARL RENAR, hereinafter referred to as "Husband", and MARIE BRUNETTE RENAR, hereinafter referred to as "Wife".

WITNESSETH:

WHEREAS:

A. The parties hereto were lawfully married in Cook County, Illinois on September 28, 1990.

B. The parties have lived separate and apart for a continuous period of in excess of six months, having signed a written stipulation waiving the two-year requirement, and, furthermore, irreconcilable differences have caused the irretrievable breakdown of the marriage and efforts at reconciliation have failed and further attempts at reconciliation would be impracticable and not in the best interests of the parties.

C. No children were born of the marriage, and Wife acknowledges that she is not now pregnant.

D. There is litigation pending between the parties pursuant to the Illinois Marriage and Dissolution of Marriage Act, under Case Number 93 D 18651, in the Circuit Court of Cook County, Illinois. Said cause remains pending and undetermined.

E. Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties hereto consider it to be in their best interest to settle between themselves the issues arising out of said litigation

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

including but not limited to, maintenance and attorney's fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital and/or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other of every kind, nature and description, whether real, personal, marital, nonmarital, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other.

F. The Husband has employed and has had the benefit of the counsel of Jon Kamerman of the law firm of Kamerman and Associates as his attorney. The Wife has been advised to seek legal assistance, but has decided to represent herself in this proceeding. Each of the parties has had the opportunity of the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed as to the wealth, property, estate and income of the other, both directly and through the furnishing of complete financial data to counsel, and that each has been fully informed of his or her respective rights and obligations in the premises, and that each is conversant with all of the property and income possessed by the other and the value thereof.

G. The Husband represents that his current gross income, including salary and bonus, is approximately \$ 1500.⁰⁰ per

54355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

month, and the Wife represents that her current gross income, including salary and bonus, is approximately \$^{6,500.00}_____ per month.

H. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorney other than that which is contained in this agreement. The parties, after carefully considering the terms and provisions of this agreement, state that they believe same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision set forth in this Marital Settlement Agreement.

ARTICLE I

RESERVATION OF RIGHTS

1.1. This Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage.

1.2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II

MAINTENANCE

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

2.1. In consideration of the various promises, undertakings, agreements, and conditions contained in this agreement, Husband hereby waives any and all rights he may have to claim and receive maintenance from Wife, past, present and future, pursuant to the laws of the State of Illinois or of any other state or country.

2.2. In consideration of the various promises, undertakings, agreements, and conditions contained in this agreement, Wife hereby waives any and all rights she may have to claim and receive maintenance from Husband, past, present and future, pursuant to the laws of the State of Illinois or of any other state or country.

ARTICLE III

PERSONAL PROPERTY

3.1. The Wife shall have as her sole property, free of any claim of the Husband, the following:

(a) All of the furniture, furnishings, fixtures and personal property presently in her possession. Said personal property and belongings shall be the sole and exclusive property of Wife.

3.2. The Husband shall have as his sole property, free of any claim of the Wife, the following:

(a) All of the furniture, furnishings, fixtures and personal property presently in his possession. Said personal property and belongings shall be the sole and exclusive property of Husband.

3.3. To the extent not referred to in this Article, each party shall keep and maintain as his or her sole and separate property, free and clear of any and all claim by the other, the assets, and property in their respective possession and control.

3.4. Except as otherwise set forth herein, Husband and Wife shall retain as their sole and separate property, free of any claim from the other, any and all bank accounts, certificates of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

deposits, IRAs, and any other account held in their respective names as of the effective date of this agreement.

UNOFFICIAL COPY

3.5. The Wife agrees that her acceptance of the property set forth in this agreement represents a full and final settlement of any claims she may have in and to any of the property, either marital or nonmarital, now owned or hereafter acquired by the Husband, whether real, personal or mixed.

3.6. The Husband agrees that his acceptance of the property set forth in this agreement represents a full and final settlement of any claims he may have in and to any of the property, either marital or nonmarital, now owned or hereafter acquired by the Wife, whether real, personal or mixed.

3.7. Husband and Wife agree that each is to have no claim upon the business of the other, and that any assets used in connection with their businesses are to remain the sole property of the party who presently is in possession of said property.

ARTICLE IV

DEBTS AND LIABILITIES

4.1. Except as otherwise set forth in this agreement, each party shall bear sole liability for any and all debts and liabilities which he or she has respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless with respect thereto.

4.2. Husband agrees to retain responsibility for payment of the debt of \$ 2600.⁰⁰ to FIRST NATIONAL which was used for improvements made to the marital residence. Wife agrees to repay to Husband the sum of \$2,000.00 prior to entry of the Judgment of

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Dissolution of marriage.

ARTICLE V

MARITAL RESIDENCE

5.1. The parties presently own, as joint tenants, the marital residence commonly known as 117 Walnut Street, Park Forest, Illinois, County of Cook, State of Illinois. Wife shall have the exclusive use and possession of the marital residence upon entry of the Decree herein. Husband shall execute a Quit Claim Deed, thereby transferring all of his right, title and interest in and to said marital residence in favor of Wife upon entry of the judgment herein.

5.2. Upon the effective date of this Agreement, Wife shall pay and be solely responsible for present and future liability for real estate taxes, mortgage and assessment payments, any special assessments, insurance premiums and any and all other expenses incidental to or related to the said property and shall protect, defend, indemnify and save Husband harmless of, from and against any all suits, claims, demands, loss, costs charge an/or expense in any way arising out of Wife's failure to duly, diligently, and fully pay any of the aforesaid expenses. Wife shall be solely entitled to any income tax credits and deductions as a result of her payments under this paragraph. Should wife default on any provision of the mortgage, the property shall be placed upon the market immediately in accordance with paragraph 5.4.

5.3. Upon the sale of the marital residence, Husband shall be entitled to 50% of the net proceeds of said sale. Net proceeds are to be determined as follows: the amount paid to the parties after

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

payment of all liens against the property, mortgages on the property at the time of entry of the decree (or, if the property is refinanced, payment of a mortgage in no greater an amount than that present on the mortgage on the property at the time of entry of the decree), all closing costs and attorney's fees, real estate tax prorations, transfer taxes, marketing and repair costs, and broker's commission. Wife shall have the option of selling the property without a broker within two years of the entry of this decree; if she does so, she shall be entitled to the ^{70% m.s.} ~~100%~~ commission which would have gone to the broker. *DR*

5.4. The marital residence shall be placed with a broker for sale no later than two years from the date of entry of this Judgment for Dissolution of Marriage. In the event the property is not sold prior to two years from the date of entry of this decree, the parties shall agree on a real estate broker, and, should they fail to so agree, each party shall choose a real estate broker, and these brokers shall choose a third broker who shall be the listing agent. The selling price shall be no less than 85% of the appraised value as determined by the listing broker, unless both parties agree, in writing, to sell for a lower price. If the property is not sold within six months of the date of listing with an approved broker, the listing price shall be decreased to 90% of the appraised value; if the property is not sold within three

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

months of listing at 90% of appraised value, the listing price shall be decreased to 80% of appraised value. If for any reason no sale is made, Wife shall continue to be responsible for all obligations contemplated under paragraph 5.2.

ARTICLE V

ATTORNEY'S FEES

5.1. Each of the parties hereto shall be solely responsible for the payment of his and her respective attorney's fees, costs, and legal expenses incurred by him or by her in these proceedings.

ARTICLE VI

6.1. Execution of Documents: Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such 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,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

6.2. Mutual releases. To the fullest extent permitted by law, and except as otherwise provided herein, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she has or might have or be entitled to claim in, to, or against the property, assets and

1366919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

estate of the other, whether real, personal or marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy 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 shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any rights specifically to be released, waived or relinquished under this agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further 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 or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this agreement.

6.3. Waiver of Estate Claim: Each of the parties hereby

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

waives and relinquishes all right to act as administrator with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all rights to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right 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 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 he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

6.4. Incorporate - Non-merger: This agreement shall be submitted to the Court for its approval in connection with the parties; pending proceedings before the Court. The parties shall request the Court to approve this agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment for Dissolution of Marriage, to retain the right to enforce the provisions of this agreement. This agreement, despite

11-25-2019

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY
its incorporation shall survive and continue to have independent legal significance, and this agreement shall be enforceable as a contract.

6.5. Construction of Agreement:

A. The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

B. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

C. Any word in the text of this Agreement shall be read as singular or as plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

D. The parties may only amend or modify this Agreement by a written agreement signed and dated by both of them. No oral Agreement shall be effective to in any way modify or waive any terms or conditions of this Agreement.

E. The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.

F. The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

forth herein have been made by either party to the other.

G. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or Wife.

H. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

I. This Agreement shall become effective in the event and upon the date a Judgment for Dissolution of Marriage is granted to the parties at any time thereafter.

J. In the event the Court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

David C. Renas
Husband

Marie Brunette Renas
Wife

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ON MOTION OF THE ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, David Carl Renar, and the Respondent, Marie Brunette Renar, are hereby dissolved.

2. The Marital Settlement Agreement between the Petitioner and the Respondent, dated 2/25, 1994, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage and 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; each of the parties hereto shall perform under the terms of said agreement.

3. this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the written Marital Settlement Agreement made between the parties hereto dated 2/25, 1994, as hereinabove set forth.

4. Pursuant to Section 502 (f) of the Illinois Marriage and Dissolution of Marriage Act, the terms and provisions of this Judgment are not subject to modification, except where the terms of

94355919

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

the Marital Settlement Agreement provide otherwise.

5. Respondent is to resume use of her maiden name of Marie Brunette.


6. The court expressly finds that there is no just reason for delaying enforcement or appeal of this judgment.


ENTER:

Judge

KI BATH 566

APPROVED:


Attorney for Petitioner


Respondent

MAIL TO:
Jon Kamerman
Kamerman & Associates
203 N. Abash, Suite 1404
Chicago, Illinois 60601

312-372-5747
22698



I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
NOTIFICATION IS ATTACHED IS A TRUE AND CORRECT COPY

ENTERED

CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS

94355919

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF

ENTERED/FILED

ON March 19 94

April 20 1994

Vincent W. ...
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS