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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

PLEAS, before the Honorable CHARLES J. GRUPP
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on August 2nd
in the year of our Lord, one thousand nine hundred and 85 and of the Independence
of the United States of America, the two hundredth and tenth

PRESENT: The Honorable CHARLES J. GRUPP
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Handwritten signatures and initials

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

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

IN RE THE MARRIAGE OF)
JEANETTE VELANDER,)
Petitioner)
and)
THOMAS R. VELANDER,)
Respondent)

No. 85 D 13593

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the Petition for Dissolution of Marriage of JEANETTE VELANDER, Petitioner, appearing in her own proper person and by her attorney, Charles V. Falkenberg, Jr., and it appearing to the Court that the Respondent, THOMAS R. VELANDER, has entered his Pro Se Appearance, by Stipulation of the parties, the Petition for Dissolution of Marriage herein is taken as confessed by said Respondent and was heard ex parte, as though on default.

The Court having heard the testimony of the Petitioner duly sworn in open Court in support of her Petition (a certificate of which evidence having been duly signed and sealed is filed herein and made a part hereof), and now being fully advised in the premises: DOES FIND AS FOLLOWS:

1. That this Court has jurisdiction of the parties hereto and of the subject matter of these proceedings, and the Court has considered and approved the provisions for maintenance of either spouse and the disposition of property.

2. That the Petitioner was domiciled in the State of Illinois when the

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Petition for Dissolution of Marriage was filed and has been so domiciled for a period in excess of ninety (90) days prior to the entry of this Judgment.

3. That the Petitioner and the Respondent were married on July 18, 1981, in Mount Prospect, Illinois, said marriage being registered in Mount Prospect.

4. That one (1) child was born to the parties hereto during their marriage: MELANIE, aged two (2) years, no children were adopted by them, and Petitioner is not pregnant.

5. That the Respondent, without cause or provocation by the Petitioner, has been guilty of acts of extreme and repeated mental cruelty as contemplated by the Illinois Marriage and Dissolution of Marriage Act of the State of Illinois.

6. That the parties are the owners in joint tenancy of certain real property located at 719 N. Kaspar, Arlington Heights, Illinois, and that said real property has an estimated current value of Eighty Thousand (\$80,000.00) Dollars, subject to a large mortgage on said property; further, the parties are both employed and that the Petitioner earns approximately Eighteen Thousand (\$18,900.00) Nine Hundred Dollars gross per year and the Respondent earns approximately Eighteen Thousand Two Hundred (\$18,200.00) Dollars per year gross. The parties own two (2) automobiles and other personal property and household furniture and furnishings; the Court has noted all of the marital property owned by the parties and their relative income before considering the following marital settlement agreement which is signed by both parties, hereinafter set out in full...

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made this 15th day of July, 1985, at Arlington Heights, Illinois, by and between JEANETTE VELANDER, (hereinafter referred to as "Wife"), and THOMAS R. VELANDER, (hereinafter referred to as "Husband").

RECITALS

A. The parties were lawfully married on July 18, 1981, in Mount Prospect, Illinois, said marriage being registered in Cook County, Illinois.

B. Irreconcilable differences have arisen between the parties, as a result of which they have heretofore separated and they now live separate and apart from each other.

C. One child was born to the parties as a result of the marriage, and the Wife is not now pregnant, nor have any other children been adopted. The child is named MELANIE, and was born May 9, 1983 and is living with the Wife.

D. The Wife has filed against the Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, Domestic Relations Division, under Docket Number 85 D 13593, said case is entitled: "In Re The Marriage of JEANETTE VELANDER, Petitioner, and THOMAS R. VELANDER, Respondent" and that case remains pending and undetermined.

E. The parties hereto consider it in their best interest to settle between themselves now and forever the matter of maintenance for the Wife and the Husband, the matters of support and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them, and to settle any and

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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, or in or to any property of the other, whether real, personal mixed or marital or non-marital now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

F. The Wife has employed and has benefit of Counsel of Charles V. Falkenberg, Jr., as her attorney. The Husband has appeared Pro Se.

G. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he/she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his/her respective rights in the premises.

H. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.

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

J. The parties acknowledge that each has read and understands this Agreement, and that each does hereby declare this Agreement to be fair and reasonable and acknowledges that said Agreement was entered into freely and voluntarily without fraud, coercion or duress.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable considerations, the receipts and sufficiency of which is hereby acknowledged, the parties do

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hereby freely and voluntarily agree as follows:

ARTICLE I

Recitals

The above and foregoing recitals are by reference hereby made part and parcel of this Agreement as though again fully set forth herein.

ARTICLE II

Income Representations

The parties acknowledge that each is currently employed. The parties further acknowledge that they have jointly signed and filed both federal and state income tax returns for the calendar year 1984 and that each is familiar with the contents thereof.

Wife represents that she is currently employed by the Division of CHR Industries, Inc. and has a current gross income from said employment in the approximate amount of Eighteen Thousand, Nine Hundred (\$18,900.00) Dollars per year. Husband currently is employed by Linda Z's Sewing Center and has a current gross income from said employment in the approximate amount of Eighteen Thousand Two Hundred (\$18,200.00) Dollars per year.

ARTICLE III

Marital Residence at 719 N. Kaspar, Arlington Heights, Illinois

The parties acknowledge that they own in joint tenancy, the premises commonly known as 719 N. Kaspar, Arlington Heights, Illinois commonly described as:

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Lot Forty Six (46) in Block "C" in the Resubdivision of certain blocks and parts of blocks and vacated streets in R. A. Cepak's Arlington Ridge, being a Subdivision of that part of the West Half (1/2) (except the East 33.0 feet thereof) of the Northeast Quarter (1/4) and of the South Half (1/2) of the Northwest Quarter (1/4) of Section 30, Town 42 North, Range 11, East of the Third Principal Meridian, lying North of the North Easterly line of Northwest Highway, said Northeasterly line of Highway being 66.0 feet Northeasterly of and parallel to the Northeasterly line of the Chicago and Northwestern Railway Right of Way in Cook County, Illinois.

This property shall be listed for sale immediately and the proceeds of the sale shall be divided equally between the parties after payment of retirement of all liens, mortgages, attorney's fees, real estate commissions and miscellaneous costs of the closing of the sale.

As soon as a Judgment is entered in Case No. 85 D 13593, dissolving the Marriage between the parties hereto, said closing shall be held and the parties shall vacate the premises. If the closing is delayed after the Judgment, the Husband shall vacate the premises and the Wife and child may retain possession until the closing.

ARTICLE IV

Bank Accounts

Husband and Wife acknowledge that, as of the time of separation, they amicably divided the proceeds from the marital bank accounts.

ARTICLE V

Vehicles

Husband shall have the sole and exclusive right, title and interest in and to a certain 1977 Dodge Van. The Husband indemnifies Wife against any obligation or liability thereof.

Wife shall have the sole and exclusive right, title and interest to a certain 1976 Toyota Corolla automobile. The Wife hereby indemnifies Husband against

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any obligation or liability thereof.

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ARTICLE VI

Division of Personal Belongings

Furniture and Furnishings

The parties mutually acknowledge that all items of furniture and furnishings and other property located at the marital residence will be divided as follows:

The HUSBAND,
TOM will receive the following:

Sonyo VCR tapes
Zenith TV
Soundesign stereo speakers, record player
Two twin beds, sheets and blankets
Five drawer dresser
Seven small drawer, mirror
Couch and pillows (belonged to Tom's sister, Linda)
Recliner chair
Toaster
Food Processor
Coffee Maker
Lamp
Preenboard table
Paint table and two chairs
Bar and five bar stools
Lawn Mower
End Table

The Wife,
JEANETTE will receive the following:

Microwave and stand
Sonyo TV
Queen size bed, sheets and blankets
Dining room table and six chairs
Can opener
Chair, foot stool
Matching couch, love seat and coffee table
One Lamp
Wall Unit
End table

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ARTICLE VII

Debts and Obligations

Except as otherwise provided in this Agreement:

- (a) Husband shall be solely responsible for any and all debts, bills and/or obligations of every kind and nature whatsoever incurred solely by him from and including the date of which a Judgment for Dissolution of Marriage is entered in this matter, and Husband does hereby indemnify Wife from and against any obligation or liability thereon.
- (b) Wife shall be solely responsible for any and all debts, bills, and/or obligations of every kind and nature whatsoever incurred solely by her from and including the date on which a Judgment for Dissolution of Marriage is entered in this matter, and Wife does hereby indemnify Husband from and against any obligation or liability thereon.

ARTICLE VIII

Child Support, Custody and Visitation

The care, custody, education and control of the minor child of the parties hereto, MELANIE A. VELANDER, shall be joint but the minor shall reside with the Wife.

Based upon his present gross salary of Eighteen Thousand, Two Hundred (\$18,200.00) Dollars, the Husband shall pay One Hundred Eighteen Dollars and Five Cents (\$118.05) on the first and fifteenth of each month as and for child support for MELANIE A. VELANDER.

This amount shall cover ordinary dental and medical expenses of the child. Extraordinary dental and medical expenses shall be covered as much as possible by medical and dental insurance supplied by the employers of both parties. If there is no insurance for medical or dental supplied by the said employers,

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the Husband shall supply insurance to cover extraordinary medical problems for MELANIE A. VELANDER and in the absence of such insurance, shall be responsible for such extraordinary medical and dental expenses.

The Wife, however, except in the case of emergency, must consult with the Husband before arranging for extraordinary medical or dental treatment for MELANIE.

If the parties can't agree on such services, the question must be submitted to the post Judgment section of the Domestic Relations Division of this Court for decision. In emergency, however, the custodial parent may make an immediate decision.

The non-custodial parent may have unrestricted visitation outside of the residence of the custodial parent at any time reasonable for the welfare of the minor child.

ARTICLE IX

Attorney's Fees

The parties hereto have prepaid all attorney's fees and court costs due herein, in connection with services rendered to Wife in the cause of action now pending between the parties and for all other services in connection with the preparation of this Agreement.

ARTICLE X

General Provisions

A. EXECUTION OF DOCUMENTS: Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the title and estate in the respective parties hereto, as hereinabove

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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 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 relinquished and waived.

B. MUTUAL RELEASE: To the fullest extent by law permitted to do so, and except as herein otherwise provided, 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, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under and present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other or against his or her estate, whether now owned or hereafter in any manner acquired by the other party, and each party further covenants and agrees for himself and herself, his or her heirs, personal^{al} 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 or all of the rights relinquished under this Agreement. Each of the parties agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto.

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C. INCORPORATION OF AGREEMENT: In the event the parties at any time hereafter obtain a Dissolution of Marriage in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a Judgment of Dissolution of Marriage is entered in the pending case referred to herein. The Court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

Jeanette Velander

James P. [unclear]

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared JEANETTE VELANDER, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Mary Ann Falkenberg
Notary Public

Subscribed and sworn to before me, a Notary Public, this 15th day of July, 1985.

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared THOMAS R. VFLANDER, personally known to me to be the same person who executed the foregoing instrument and he acknowledges that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Subscribed and sworn to before me,
a Notary Public, this 15th day of
July, 1985.

Mary Ann Falkenberg
Notary Public

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That the Court has examined the above set forth Agreement and hereby approves the same.

WHEREFORE, on motion of the Petitioner it is hereby Ordered, Adjudged and Decreed:

A. That the bonds of matrimony now existing between the Petitioner, JEANETTE VELANDER, and the Respondent, THOMAS R. VELANDER, be and the same are hereby dissolved pursuant to statute; said dissolution is granted to both Petitioner and Respondent.

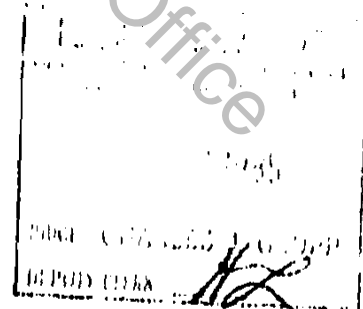
B. That the aforesaid Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every provision therein shall be binding upon the parties as an Order of Court; that each of the parties shall comply with said provisions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

C. That Respondent, THOMAS R. VELANDER may pay Petitioner, JEANETTE VELANDER all child support and extraordinary medical, dental or educational expenses to JEANETTE VELANDER directly and not through the office of the Clerk of this Court.

D. That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

Dated: This day of , 1985.

ENTER:



Judge

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STATE OF ILLINOIS, |
COUNTY OF COOK | ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between
Jeanette Velander plaintiff/petitioner
and Thomas R. Velander defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 11th
day of October, 19.85

Morgan M. Finley Clerk

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Handwritten signature

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REGISTERED OF TITLES
 IDENTIFIED
 No. 107
 OCT 2 9 32 AM '85
 HARRY TRIS YARBELL
 LORD

Handwritten initials

ROBERT W. SINGEE
 10 S W. MADISON SUITE 202
 CHICAGO, ILL 60602