

UNOFFICIAL COPY

PLACITA JUDGMENT

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

3501913

PLEAS, before the Honorable JOHN GORMAN
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 15,
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 JOHN GORMAN
Judge of the Circuit Court of Cook County,

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

3501913

Handwritten signature: Morgan M. Finley

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03501913

(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

LINDA L. KLOCEK

Petitioner,

and

ROBERT JOSEPH KLOCEK

Respondent.

No. 85 D 10867

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
AUG 15 1985
JUDGE <i>Herman</i>
DEPUTY CLERK

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming up for hearing on the Petition, the Respondent having been personally served, appearing and stipulating that this matter be heard as a default, the Court having heard the evidence and witnesses in open Court and having been fully advised and informed (Certificate of Evidence is filed herein) does FIND:

1. That the Court has jurisdiction of the subject matter and the parties hereto.
2. That the Petitioner is now and for more than ninety days continuously and immediately preceding the filing of this Petition has been domiciled in the State of Illinois.
3. That the parties were married on May 3, 1970, said marriage registered at Chicago, Illinois, and lived and cohabited together as husband and wife until May 25, 1985.
4. That there was born to the parties as a result of this marriage one child to wit: BETH ANN, born May 4, 1971 age 14 years. That no children were adopted by the parties.
5. That at all times the Petitioner conducted herself as a true, faithful and affectionate wife and is a fit and proper person to have the care, custody,

3561913

85D101 870

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11-10-2023

11-10-2023

UNOFFICIAL COPY

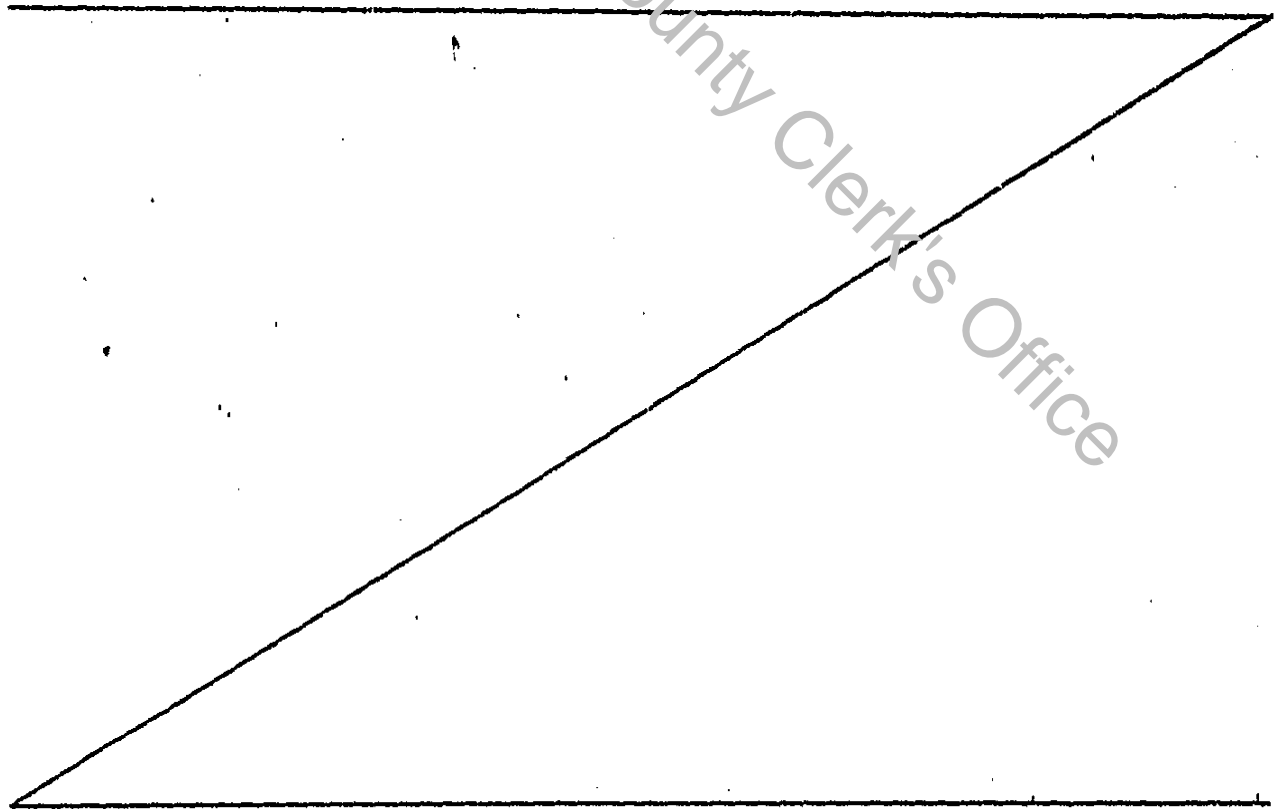
0 3 5 0 1 9 1 3

control and education of the minor child of the parties. That the Petitioner is not now pregnant.

6. That Petitioner did not provoke Respondent resulting in this cause of action.

7. That the Petitioner has sufficiently proved her Petition on which to base a Judgment.

8. That the Petitioner and the Respondent have entered into a written Property Settlement Agreement between themselves settling all questions of maintenance and property rights 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 and has been attached to and thereby incorporated in this Judgment by reference thereto and is set forth in words and figures as follows:



3501913

Property of Cook County Clerk's Office

UNOFFICIAL COPY

03301913
A G R E E M E N T

THIS AGREEMENT is made the 8 day of August, 1985, between LINDA L. KOLCEK, hereinafter referred to as the "Wife", and ROBERT JOSEPH KLOCEK, hereinafter referred to as the "Husband".

W I T N E S S E T H

THAT WHEREAS, the parties to this Agreement were married on May 3, 1970, at Chicago, Cook County, Illinois; and

WHEREAS, the Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, and that action remains pending and undetermined; and

WHEREAS, without any collusion to the pending proceedings, or any other proceedings which may be filed between the parties affecting their marriage, and in the interest of avoiding protracted litigation, the parties consider it to be in their best interest to settle between themselves, now and forever, the matters of maintenance, child custody, child support, visitation, and the disposition of all their marital and non-marital property rights; and

WHEREAS, the Wife is represented by DEAN DIMITRI, and the Husband has decided not to be represented by an attorney; and

WHEREAS, the parties acknowledge that each of them has been fully informed of the wealth, property, and income of the other; and

850104' 872

3561913

RJK
JH

UNOFFICIAL COPY

03501913

WHEREAS, both parties state that they have entered into this Agreement freely and voluntarily, and with full knowledge of each and every provision contained in this Agreement, and consequences thereof.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants of the parties hereto, and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby jointly and severally acknowledged, it is hereby agreed between the parties as follows:

1) INCORPORATION OF RECITALS: The foregoing recitals are made a part of this Agreement.

2) NON-COLLUSION CLAUSE: This Agreement is not made to induce either party to obtain a Judgment of Dissolution of Marriage. Both parties reserve the right to file such actions in the future as may be appropriate with respect to their marriage, and each party reserves the right to defend such actions.

3) CAPTIONS: The captions contained in this Agreement are for convenience only and are not intended to limit the scope of any provision of this Agreement.

4) TANGIBLE PERSONAL PROPERTY

A. The parties shall have as their separate property, all the furniture, furnishings, and other items of tangible personal property located at the parties marital residence which has heretofore been distributed by agreement.

850104 873

RJK
JJK

3501913

UNOFFICIAL COPY

0 3 5 0 1 9 1 3

B. That the Wife shall have full title and ownership to the 1976 Oldsmobile 98.

C. That the Husband shall have full title and ownership to the 1976 Cutlass automobile, 1979 Venture Camper and utility trailer.

Upon the entry of a Judgment of Dissolution of Marriage, the parties shall assign each to the other, any right, title, or interest which the other may have to the automobile allocated to the other party in this Agreement.

5) INTANGIBLE PERSONAL PROPERTY:

A. The Husband waives, relinquishes, and quit claims to the Wife, any right or interest which he may have in any pension or profit sharing plan by virtue of the Wife's employment.

B. The Wife waives, relinquishes, and quit claims to the Husband any right or interest she may have in any profit sharing or stock plan by virtue of his employment.

C. That the Wife shall be entitled to twenty (20) percent of the Husband's pension plan at his retirement provided she is not remarried at that time.

D. Nothing contained herein shall be construed as a release or waiver by the Wife or any rights which she may have under the Social Security Act, or successor acts, as a former spouse, dependent, or parent of a dependent child.

6) DEBTS: The parties agree that the Husband shall pay and save the Wife free, harmless and indemnified against any and all debts, liabilities, or obligations which either of them or both

850104 874

ROK
JAX

3501913

of them, may have to the following creditors:

Marshall Fields, \$500.00; Amoco, \$400.00; Dr. Nichol, \$1,800.00; and Dr. Bernstein, \$2,200.00

The parties further agree that the Wife shall pay and save the Husband free, harmless and indemnified against any and all debts, liabilities, or obligations which either of the, or both of them, may have to the following creditor:

Lane Bryant, \$600.00

7) CREDIT CARDS: The parties agree that each shall return to the other any credit card which either party may possess which is issued in the name of the other.

8) MARITAL RESIDENCE:

X A. The Wife and Husband are owners as joint tenants of a certain parcel of real estate improved with a single family residence commonly known as 1321 South 61st Court, Cicero, Cook County, Illinois. That real estate is hereinafter referred to as the "marital residence".

B. Both parties have, and each does by these presents represent and warrant that the marital residence is free and clear of any liens and encumbrances except for unpaid general real estate taxes and the mortgage to the Mid America Federal Savings and Loan Association.

C. The parties agree that the Husband shall reside in the marital home until one of the following occurs first and then the home shall be immediately sold and the net proceeds shall be equally divided between the parties:

850104 875

RJK
JJK

3501913

UNOFFICIAL COPY

0 3 3 0 1 3 1 3

1. Five years from date of Judgment.
2. An unrelated male or female resides in the home.
3. The Husband is in default of mortgage payments for at least two (2) months.
4. The Husband decided to sell.

D. That the Husband shall be solely liable for the payment of the mortgage, realty taxes, insurance, maintenance, repairs, and all utilities and shall hold the Wife harmless for any payments.

9) CUSTODY:

A. The parties agree that the Wife ^{DIRECTLY} shall have the sole care, custody, control and education of the parties minor child.

B. Both the Husband and Wife shall keep each other informed as to the exact place where each of them resides, and the phone numbers of their residences, and their places of employment.

C. That the Husband shall have visitation with the minor child as follows: Alternate Thursday 7:30 a.m. through Saturdays to 8:00 p.m. and on the off weekend on Thursdays after school to 8:00 p.m. The Husband shall have visitation for two (2) weeks each summer during the child's vacation. The Husband shall have visitation at those times agreed upon by the parties.

10. SUPPORT: The Husband shall pay to the Wife, as and for child support, the sum of \$70.00 per week until such time as the parties minor child attains the age of eighteen, or graduates from high school, whichever event later occurs.

11) MEDICAL, DENTAL AND OPTICAL EXPENSES:

A. The Husband shall pay for the hospital, surgical, and

3501913

850101 876
R J K
J L K

UNOFFICIAL COPY

0 3 5 0 1 2 1 3

extraordinary medical expenses of the parties child. The term "extraordinary" as used in this article shall include all psychiatric or psychological care, operations, services rendered as a result of a serious accident, or a result of a serious illness requiring hospitalization or extended medical care, or any service which exceeds \$75.00, but shall not include routine check-ups, minor ailments, dental prophylaxis or the like.

B. The Husband shall maintain in full force and effect a major medical insurance policy covering the possible major medical needs of the parties child.

C. The Husband shall provide the Wife with evidence of his compliance with this provision, in the form of a current certificate of insurance. Further, the Husband shall provide the Wife with any documents necessary in order to enable the Wife to obtain extraordinary medical treatment for the parties child.

D. That the Wife shall use her hospitalization policy on behalf of the minor child whenever coverage is available, particularly dental coverage.

12) LIFE INSURANCE: The Husband agrees to designate the minor child as beneficiary of the policies of insurance on his life which he currently owns, or which he may currently be entitled to as a result of his employment, or any future employment, until such time as the youngest living child of the parties attains the age of 21, or graduates from college, whichever event later occurs. The Husband shall maintain a minimum \$15,000.00 insurance coverage on his life.

3561913

850104 877

R J K
A K

UNOFFICIAL COPY

0 3 3 0 1 7 1 3

13) COLLEGE EXPENSES: The Husband and Wife agree to pay for the college expenses of their child in accordance with their respective incomes and abilities to pay pursuant to Illinois Statutes.

14) ATTORNEYS' FEES: The Husband shall contribute to the payment of the Wife's attorney's fees by paying the sum of \$550.00 to the Wife's attorney on the date of entry of a Judgment of Dissolution of Marriage herein.

15) EXEMPTIONS: Provided that the Husband is current on all support payments, the parties agree that the Husband shall be able to declare as a personal exemption on his Federal and State income tax returns, the parties child.

16) MUTUAL AND GENERAL RELEASES: 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 quit claim and grant to the other, his or her heirs, personal representatives, and assigns all rights of maintenance, dower, curtesy, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marriage of the parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, or against the property or any assets of the other, real or personal, or whether in possession or expectancy, and whether vested or contingent and each party further agrees for himself, his or her heirs, personal

3501913


850101 878
RJR
JXX

UNOFFICIAL COPY

0 3 5 0 1 9 1 3

representatives and assigns, that neither of them will at any time hereinafter sue the other, or his or her heirs, personal representatives, grantees, devisees, and assigns, for the purpose of enforcing any or all the rights specified in or relinquished under this paragraph; and further 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; and agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees and assigns, any and all such deeds, releases or other instruments and further assurance as may be required or reasonably requested to effect or evidence such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other party of the obligation on the part of the other party to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.


LINDA L. KLOCK


ROBERT JOSEPH KLOCK

3501913

85D101 879

20
19
18
17
16
15

Property of Cook County Clerk's Office

[illegible]

UNOFFICIAL COPY

ON MOTION OF DEAN DIMITRI, ATTORNEY FOR THE PETITIONER IT IS ORDERED,
ADJUDGED AND DECREED AS FOLLOWS:

A. That Petitioner Linda L. Kloczek's Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the Marriage heretofore existing between the parties be and it is hereby dissolved.

B. That the written Property Settlement Agreement entered into and executed by the Petitioner and the Respondent settling all questions of maintenance, child support, visitation, child custody and all property rights, and heretofore received in evidence as Petitioner's Exhibit "1" and the original of which is attached hereto and merged and incorporated herein as if set forth verbatim and all of its terms and provisions are hereby expressly affirmed, approved and adopted as the order and judgment of this Court to the same extent and with same force and effect as if said provisions were set forth verbatim in this Judgment.

Date: 8-15-85

ENTER:


JUDGE

DEAN DIMITRI
Attorney for Petitioner
6924 W. Cermak Road
Berwyn, Illinois 60402
(312) 795-9300
Attorney #00032

850101 880

3501913

03501915

Property of Cook County Clerk's Office

NOIS, |
OOK | ss.

RGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the S
of the records, files and sent thereof, do hereby certify the above and foregoing to

COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN S
.....
.....
.....
.....
.....

§§.

and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

LINDA L. KLOCEK

and ROBERT JOSEPH KLOCEK 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 March, 1986 .

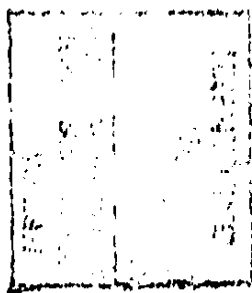
Morgan M. Fenley Clerk

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00010913

1396894
DIN



3501913

MAR 17 3 50 PM '86

RECORDED & INDEXED

3501913

DIN
1396894

CHICAGO TITLE INS.
G# 947090