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0350640 Form #20

Certificate No. 1213894 Document No. 2793505

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

13-06-204-013-0000

You are directed to register the Document hereto attached

MI.

on the Certificate 1213894 indicated affecting the

following described premises, to-wit:

Lot one _____ (1)

One Block fifty Nine (59) in Harwood Park
Subdivision of part of Harwood Park, lying North
& East of Harwood Avenue, being all of Section 6,
Township 40 North, Range 13, East of the Third
Principal Meridian, except Thirty (30) acres in the
North East Quarter (¼) on the North East Quarter (¼)
(¼) North of Rand Road, and part of Section 31,
Township 41 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois,
into blocks forty Four (44) to Forty Four (94)
inclusive.

Section 31 Township 41 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

Mary Ann Papanski

CHICAGO, ILLINOIS 4-8-1986

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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK



3506405

WILLIAM E. PETERSON

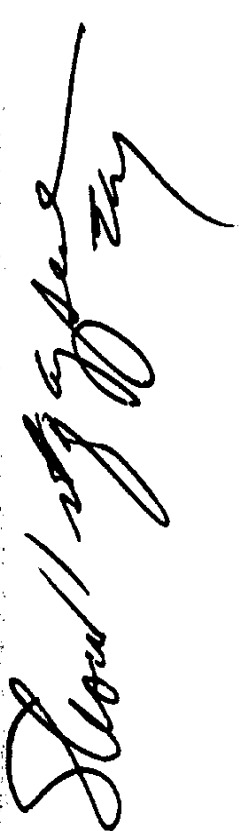
PLEAS, before the Honorable
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on **September 13,**
in the year of our Lord one thousand nine hundred and **85** and of the Independence
of the United States of America, the two hundredth and **tenth**

PRESENT: - The Honorable **WILLIAM E. PETERSON**
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.



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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

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

IN RE: THE MARRIAGE OF)
MARY ANN PAPINSKI,)
) Petitioner,
) and
) NO. 84 D 178
JOSEPH PAPINSKI,)
) Respondent.

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JUDGMENT FOR DISSOLUTION OF MARRIAGE

AGAIN COMES the Petitioner, MARY ANN PAPINSKI, by her attorney, RONALD S. LADDER of EPTON, MULLIN & DRUTH, L.D., and this matter previously having come on to be heard from the default Divorce Calendar, and it then appearing to the Court that MARY ANN PAPINSKI filed her Petition for Dissolution of Marriage, and JOSEPH PAPINSKI was duly served with Summons and then hadn't filed his Appearance or Response and that, accordingly, an Order of Default was then entered; and the Court then having heard the testimony of the Petitioner in support of her Petition for Dissolution of Marriage, it then found the issue to be in favor of the said Petitioner and the Court directed that the Respondent be given additional notice concerning the entry of a Judgment or Decree.

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Subsequent to the foregoing, the Respondent retained legal counsel who filed an appearance on behalf of JOSEPH PAPINSKI, together with a Motion to Vacate the previously ordered Order of Default; Respondent later substituted another attorney, LAWRENCE W. KRUPA, on his behalf and all matters connected herewith have been continued from time to time to this date.

ADP
AWK
~~Lastly, the parties hereto now by and between themselves and their respective attorneys, AGREE and STIPULATE to the entry by this Court as to Judgment for Dissolution of Marriage and as their Agreed Property Settlement as in contested matters.~~

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Accordingly, THE COURT FINDS:

1. That the Petitioner is 46 years of age, and has been a bona fide resident of the State of Illinois and County of Cook for more than ninety (90) days immediately and continuously preceding the filing of her Petition for dissolution of Marriage and proceeding the making of findings in the above entitled cause of action.

2. That the Respondent is 52 years of age, and has been a bona fide resident of the State of Illinois and County of Cook for more than ninety (90) days immediately and continuously preceding the filing of this Petition for Dissolution of Marriage and proceeding the making of findings in the above entitled cause of action.

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3. That the parties were lawfully joined in marriage on June 27, 1959, at Chicago, Illinois, and the marriage was duly registered in Cook County, Illinois.

4. That three children were born to the parties, namely: CARA PAPINSKI (an adult), born December 31, 1964; VITINA PAPINSKI, born May 23, 1967; and ANTONINA PAPINSKI, born December 31, 1971; that no children were adopted by the parties hereto during the term of their marriage, nor is the Petitioner pregnant.

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

6. That the Petitioner has substantially proven the material allegations of her Petition for Dissolution of Marriage herein, and that therefore the equities are with the Petitioner and against the Respondent in that the Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner without cause or provocation on the part of the Petitioner.

IT IS THEREFORE, ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore existing between the Petitioner, MARY ANN PAPINSKI, and the Respondent, JOSEPH PAPINSKI, be and the same are hereby dissolved and the same are dissolved accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

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I

CUSTODY

That the Wife shall have the sole, permanent, care, custody, control and education of the minor child of the parties hereto, and that the Husband shall have reasonable visitation privileges with said child as the parties may subsequently agree.

II

PROPERTY DISTRIBUTION

* 1. That as an equal and even distribution and division of marital property, as contemplated by the statute as made and provided and without any intention for an exchange of any property for the release of marital right or obligation on the part of either party, the Wife shall be the sole and exclusive owner of the following:

* a. The marital residence situated at 6356 North Natoma, Chicago, Illinois. The Wife, upon securing a proper Quit Claim Deed from the Husband, shall be solely responsible for, pay for, indemnify, defend and hold the Husband forever harmless from, all expenses including real estate taxes, mortgage payments with Liberty Federal Savings, and all other debts secured by an interest in said real estate.

b. All items of household goods and furnishings contained within said marital residence.

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c. All bank accounts, stocks, bond or other securities now in the Wife's name.

d. All of the Wife's clothing and other personal effects.

e. A certain 1974 Buick Real automobile.

* f. A certain 1972 Buick Centurion convertible.

2. That as an equal and even distribution and division of marital property, as contemplated by the statute as made and provided and without any intention for an exchange of any property for the release of any marital right or obligation on the part of either party, the Husband shall be the sole and exclusive owner of the following:

a. All right, title and interest in and to the 180 acre farm land with buildings thereon in Highland Center, Wisconsin, together with all of the improvements, equipment, and animals thereon. The Husband, upon securing a proper Quit Claim Deed from the Wife, shall be solely responsible for, pay for, indemnify, defend, and hold the Wife forever harmless from, all expenses including real estate taxes, mortgage payments, and all other debts secured by an interest in said real estate.

b. All right, title and interest in and to the Madill Street, Chicago, Illinois, joint venture.

c. A certain 1976 Chevrolet Impala Station Wagon.

d. All bank accounts, stocks, bond or other securities now in the Husband's name.

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e. All of the Husband's clothing and other personal effects.

f. All carpentry tools and equipment incident to the Husband's self-employment as a carpenter.

III

MAINTENANCE

Each party does hereby waive and each is respectively forever barred from receiving maintenance, alimony or support of any type from the other.

IV

DEBTS

Generally, it is understood by and between the parties hereto that each of them are responsible for their own respective existing debts only, and that these are further defined as follows:

- A. Each party is individually responsible for any debt incurred by herself or himself from the date of the filing of this suit (January 5, 1984) to the present.
- B. The petitioner is solely responsible for the note and mortgage to Liberty Federal Savings on the residence at 6386 N. Natoma, Chicago, Illinois.
- C. The respondent is solely responsible for the notes and mortgages to Mirro-McGuire Development and to Production Credit Association of Baraboo, Wisconsin,

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on the farm (of 180 acres) located in Richland Center, Wisconsin.

~~X~~ D. Except for the foregoing, the respondent is responsible for all other debts of these parties incurred prior to the filing of the instant Dissolution of Marriage, including, but not limited to the parties indebtedness to the Internal Revenue Service for taxes incurred prior to 1984.

E. It is understood by all parties concerned herein that the respondent (only) is a Debtor as defined by Title 11, of the U.S.C. and that he has in Chapter 12 Case No. 84 B 12904 provided for orderly repayment of the scheduled debts.

V

CHILD SUPPORT

That the husband will pay to the wife for and as the support of the minor child of the parties hereto the sum of \$30.00 per week, instanter.

VI

EXTRAORDINARY MEDICAL EXPENSES

1. The parties shall pay for the hospital, surgical, optical or orthodonture care and for the extraordinary medical and dental care of the minor child. The term "extraordinary" as used in this paragraph shall include, but not by way of

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limitation, all teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illness requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. In the event of serious illness of a child, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, the wife shall consult the husband before incurring expenses in any of these connections. It is understood by both parties that the wife's obligation to consult with the husband shall not apply in cases of grave emergency where a child's life might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a circuit court shall do so upon proper notice and petition, even after said expense is incurred; the husband's obligation under this paragraph, with respect to a child, shall terminate upon the occurrence of any of the following:

- a. The child attaining majority or completing his or her college professional school education as hereinafter detailed, whichever the last occur;
- b. The child's marriage;
- c. The child's death.

2. That the husband shall maintain at his sole expense a major medical policy of insurance or other hospitalization

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plan of insurance for the benefit of each of the children of the parties hereto until that particular child has attained majority, become emancipated, completed college or professional school, whichever occurred the later. In the event that the said husband is unable or unwilling to provide such coverage for the children, and if, the wife or the wife's employer provides said same type of coverage then the husband shall pay to the wife the expense thereof.

VII

MEDICAL COVERAGE FOR THE WIFE

It is understood that in the event of a Judgment for Dissolution of Marriage herein, the wife's benefits under any existing medical policy carried by the husband will be terminated. Therefore, the husband will maintain his present hospital and medical insurance with the wife as a party insured until entry of a Judgment for Dissolution of Marriage. From the date of said Judgment, the wife shall be responsible, solely, for all of her own medical, hospital, psychiatric, surgical, dental, optical and all other such related expenses of any kind whatsoever, and the husband will have no further obligation in such regard. The husband will cooperate in any way possible to assist the wife to qualify for such medical and hospital insurance coverage on her own, including the application by the wife for a conversion of rights and interests in any presently existing medical policy carried by the husband into

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a policy of her own (if such conversion is available to her), but such assistance shall not affect the wife's sole responsibility for payment of the insurance premiums in connection therewith.

VIII

COLLEGE EXPENSES

The parties shall be equally responsible for the respective college and professional school education of the children of the parties hereto.

a. by "college and professional school education expenses of the children" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, sorority or fraternity dues, assessments and charges, and round trip transportation expenses between the college or professional school and the home of a child (if the child is in attendance at an out-of-state town colleges or professional school), those round trips not to exceed four in any calendar year.

b. The parties' obligation is conditioned upon the following:

(1) The college education is limited to four consecutive years after graduation from high school, except that time shall be extended in the case of serious illness or military service, and professional school education is limited to two consecutive years after graduation from college, except the time shall be extended in case of serious illness or

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military service or in the event the professional school attended extends for a required period beyond two years.

(ii) The parties have the financial ability to pay such college or professional school expenses.

c. The decisions affecting the education of the children, including the choice of college and professional school, shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall reasonably withhold his or her consent to the expressed preference of the child.

d. In the event the parties cannot agree upon the school to be attended or in respect to the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition.

e. In the event the children do not qualify for college or prefer vocational training, the parties shall have the primary responsibility to pay for said vocational training.

IX

LIFE INSURANCE FOR CHILDREN

The husband covenants and agrees that he will maintain with the Carpenter's Union \$5,000.00 of insurance upon his life with the wife as the beneficiary thereof for the use and benefit of the minor children of the parties hereto, which insurance shall remain in full force and effect until such time as each child shall obtain his or her age of majority, or if he or

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she attends college, until completion or discontinuance of his or her college education, whichever shall occur the first.

The husband further covenants and agrees that he will furnish the wife with duplicate receipts of proof of payment premiums upon reasonable request. The husband further covenants and agrees that he will not in the future borrow against, pledge, hypothecate, or convert to the cash surrender value of the said policies, if such actions will diminish the death benefit.

X

ATTORNEYS FEES

1. Each party will be responsible for the payment of his or her own attorney's fees.

MISCELLANEOUS

1. Each party agrees to execute any and all papers and documents necessary to effectuate each and every one of the terms and provisions of this Marital Settlement Agreement.
2. Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this agreement, including in said property all choses in action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

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Each of the parties hereto agree that he or she will, upon demand of the other, his or her heirs, executors or administrators, at any time hereafter execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property, real or personal, belonging to the other, the intention being that the property settlement provided for herein shall constitute a complete adjustment of the property rights of the parties hereto.

Except as otherwise provided, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have, as husband, wife, widow, widower or otherwise by reason of the marital relationship now existing between the parties under any present or future law of any state of the United States of America or of any country, in or to or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party.

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~~IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year below written.~~

ENTER:

William J. Petalena
JUDGE

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APPROVED:

Petitioner _____

Dated: _____

Respondent _____

Dated: _____

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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:

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

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In a certain cause lately pending in said Court, between
MARY ANN PAPINSKI plaintiff/petitioner
and JOSEPH PAPINSKI defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 8th
day of April, 1986

Morgan M. Finley Clerk

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CLERK'S OFFICE

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IDENTIFIED No.	Woolley
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Chicago, Ill. 60631