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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS, )  
COUNTY OF COOK ) SS.

PLEAS, before the Honorable . . . LOUIS J. HYDE . . . . .  
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 . . . . . FEBRUARY, 13th, . . . . .  
in the year of our Lord, one thousand nine hundred and . . . . . 83 . . . . . and of the Independence  
of the United States of America, the two hundredth and . . . . . SEVENTH . . . . .

PRESENT: - The Honorable . . . . . LOUIS J. HYDE . . . . .  
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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AGREEMENT ATTACHED

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	)	
	)	
BARBARA S. PEDA,	)	
Petitioner	)	
and	)	NUMBER; 83 D 2810
	)	
WITOLD K. PEDA,	)	
Respondent	)	

JUDGMENT OF DISSOLUTION

This Cause coming up for hearing on the Petition, the Respondent having filed a Pro-Se Appearance, and the parties having filed a stipulation to have this heard as an uncontested matter, the Court having heard the evidence and witnesses in open court and being fully informed does find:

1. That this Court has jurisdiction of the subject matter and the parties hereto.
  
2. Petitioner, BARBARA S. PEDA, is now, was at the time she filed her Petition for Dissolution of Marriage herein, and for more than 90 days immediately and continuously prior to the Court making its findings herein, has been domiciled in the State of Illinois.

No right of appeal

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3. That the Petitioner is gainfully employed as a sewage treatment plant operator at the Metropolitan Sanitary District.

4. That the Respondent is gainfully employed at Henry Valve in Melrose Park, Illinois.

5. That the parties hereto, BARBARA S. PEDA and WITOLD K. PEDA were lawfully joined in marriage in Chicago, Cook County, Illinois on May 5, 1973 and lived together as husband and wife from the time of their marriage until the 31st day of January, 1983, when the parties separated without cause or provocation therefore on the part of the Petitioner.

6. That there was one child born, namely, VITO PEDA, born November 28, 1979.

7. That the Petitioner herein is not pregnant.

8. That the Respondent, WITOLD K. PEDA, is found to be guilty of extreme and repeated mental cruelty toward the Petitioner, BARBARA S. PEDA, without cause or provocation therefore on her part; that Petitioner proved said grounds for dissolution of marriage by material, relevant and competent evidence.

9. That the Petitioner and Respondent have entered into a written agreement dated February 16, 1983, settling, adjusting and determining the property rights of the parties, the question of maintenance and set-

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tling all other rights and obligations arising out of the marital relationship. Said agreement has been presented to this Court for its examination and is in words and figures as follows:

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## PROPERTY SETTLEMENT AGREEMENT

AGREEMENT entered into this 16 day of February, 1983, by and between BARBARA S. PEDA, of Chicago, Illinois, (hereinafter referred to as the wife) and WITOLD K. PEDA of Chicago, Illinois, (hereinafter referred to as the husband).

NOW WITNESSETH:

WHEREAS, the husband and wife were lawfully joined in marriage on the 5th day of May, 1973, in Chicago, Illinois;

WHEREAS, unfortunate and irreconcilable differences and difficulties have arisen between the parties, as a result of which they have ceased to live together as husband and wife and are not now living together as husband and wife, and,

WHEREAS, the wife has instituted proceedings for dissolution against the husband in the Circuit Court of Cook County, Illinois under case number 83D 2810 and whereof, without any collusion as to the impending dissolution proceeding and in the event a Decree of Dissolution is entered in said proceeding, the parties hereto consider it to their best interests, settled between themselves now and forever their respective rights to property, dower rights, homestead rights, and any and all other rights of property or otherwise growing out of the marital or any other relationship, now or previously existing between and which either of them

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now has or may hereafter have, or claim to have against the other and any and all rights of any kind, nature and description which either of them now own or which may hereafter be acquired, whether real, personal and mixed, and,

WHEREAS, there was one child born or adopted by the parties, namely, VITO PEDA, born November 28, 1979;

WHEREAS, the parties hereto consider it to their best interest to agree between themselves now and forever upon the provisions to be made for maintenance and support of the wife by the husband, and,

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF \$10.00 in hand paid by each to the other and in further consideration of the natural and several covenants herein contained, and for other good and valuable consideration by each to the other, and in further consideration of the natural and several covenants herein contained and for other good and valuable consideration by each to the other delivered and the receipt and sufficiency whereof are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. The wife shall receive free and clear of any and all claims of the husband all of her own items of personal property to include her clothing, along with any household furnishings, furniture, dishes, linens, china, stemware, silverware and appliances now in the marital home located at 6554 North natoma, Chicago, Illinois, except as specified in par-

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agraph 2 hereof, along with a 1979 Ford automobile.

2. The husband shall receive free and clear of any and all claims of the wife all of his own items of personal property to include his clothing, along with a 1979 Dodge.

3. The parties hereto shall retain as their sole and exclusive property and any all bank accounts on deposit and held in their sole name.

4. That both of the parties hereto waive maintenance and/or support against the other and shall be forever barred from claiming the same.

5. That the wife shall have the complete care, custody, control and education of the minor child of the parties, namely, VITO PEDDA, born, November 28, 1979. (HUSBAND) shall have the Right of Reason-  
ABLE VISITATION,

6. That the husband shall pay to the wife as and for the support of the minor child of the parties, the sum of \$45.00 per week, along with all extr-ordinary medical, dental and orthodontic expenses incurred by the child. The husband agrees to carry medical insurance and pay the premiums thereon. Said sum of child support being based upon the husband's current weekly net earnings of \$230.00

7. That in the event that the child is of college material, the husband will contribute, to the extent of his ability, to the child's college education. That the husband shall contribute to any private grade school or high school education to the extent of his ability.

8. The parties shall designate the minor child of the parties irre-

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vocable beneficiary of any life insurance policy they have thru their employment until such time as the minor child reaches the age of 18.

9. That the parties presently being the owners of the real estate commonly known as 6554 North Natoma, Chicago, Illinois, and legally described on "EXHIBIT A", attached hereto.

It is agreed that the aforesaid real estate shall be sold at such time as the wife may decide, but in the event the minor child reaches the age of 18 or the wife remarries, said real estate shall be immediately sold. The proceeds for the aforesaid real estate sale shall be distributed as follows: after the deduction of the costs of sale, existing first mortgage, broker's commission, attorney's fees, prorations. The remaining proceeds shall be divided equally between the parties.

10. The wife shall have the exclusive possession of the marital home at 6554 North Natoma, Chicago, Illinois until the sale. In the event that the husband continues to reside on the premises, he shall pay 1/2 of the taxes, insurance, maintenance, repairs, and utilities for the premises. The wife shall be liable for the principal and interest payments due Bell Federal Savings on the existing first mortgage. In the event the husband does not pay these expenses on a current basis, any sums due shall be deducted from his proceeds of sale as detailed in paragraph 9 hereof. In the event that the husband vacates the premises, the wife shall be solely liable for the aforesaid expenses.

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11. The husband shall receive as his sole and exclusive property the parties 50% interest in the partnership known as MILLER'S BAIT SHOP located in We Wa Hitch Ka, Florida.

12. The wife shall receive as her sole and exclusive property the building located at 5816 North Nagle Avenue and held in trust at Northwest National bank of Chicago, in Trust No: 6509 dated December 3, 1981. The building is legally described in "EXHIBIT B", attached hereto. The wife shall pay the existing first (1st) mortgage to Talman Savings and Loan Association, as well as, the obligation due Michael Pelc, and shall save, hold harmless and indemnify the husband from any obligation he may incur as a result of these obligations.

13. That the parties shall continue to own their undivided 1/2 interest in Northwest National Bank Land Trust No: 3814 dated March 18, 1977, which holds title to the real estate commonly known as 6677 North Northwest Highway, Chicago, Illinois, legally described in "EXHIBIT C", attached hereto. That they each shall be entitled to an undivided 1/4 interest in the aforesaid Trust.

14. The wife shall pay her own attorney's fees plus costs of maintaining this action, said sum to be due upon the entry of the Judgment of Dissolution.

15. The parties hereto agree that they shall execute any and all deeds, assignments, mortgages, notes, real estate contracts, titles and

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other documents necessary to effectuate the intention of this PROPERTY SETTLEMENT AGREEMENT.

16. Each of the parties hereto does waive, release and Quit Claim to the other party all rights which he or she may have now or may hereafter have as husband, wife, widow, widower, or otherwise, by reason of the marital relation now existing between the parties hereto 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 estate, or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto agrees and further covenants for himself or herself, or his or her heirs, executors, administrators, and assigns that he or she will never at anytime hereafter sue through the other party, or his or her heirs, executors, administrators and assigns for the purpose of enforcing any or either of the rights specified or relinquished under this paragraph.

17. This AGREEMENT shall be submitted to the court for its approval and approved shall be made part of the Judgment of Dissolution and shall be of effect and binding only if a Judgment of Dissolution is entered in the said impending suit; It is being further understood that the parties hereto have not agreed to any terms or provisions in any manner which are not specifically mentioned and contained in this AGREEMENT.

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18. In the event the Circuit Court of Cook County, Illinois, sees fit to award either party a Dissolution from the other, upon the evidence presented, this AGREEMENT shall survive any judgment or decree entered into such proceedings and shall thereafter be binding and conclusive on the parties hereto, whether or not made a part of such decree.

19. This AGREEMENT shall be binding upon and inure to the benefit of the heirs, next of kin, executors, administrators, devisees and assigns of the parties hereto.

  
\_\_\_\_\_  
BARBARA S. PEDA

  
\_\_\_\_\_  
WITOLD K. PEDA

3510504

JAMES E. ACKERMANN  
7522 North Harlem Avenue  
Chicago, Illinois 60648

631-2700

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Lot 1 (Except the North 33.0 Feet and Except the South 37.0 Feet  
4.0 Inches Thereof) In Swanson's Resubdivision of Block 51 in Nor-  
wood Park, In the South East 1/4 of Section 31, Township 41 North,  
Range 13, East of the Third Principal Meridian, In Cook County,  
Illinois.

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Exhibit A

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The East One Hundred One (101) feet of that part of the North Half (½) of the Southeast Quarter (¼) of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at a point in the West line of Nagle Avenue 1.82 feet North of the South line of the North Half (½) of the Southeast Quarter (¼) of Section 6 aforesaid, which is 33.74 feet West of the East line of Section 6, aforesaid; running thence West 187.55 feet on a line parallel with the South line of the North Half (½) of said Southeast Quarter (¼) to the Northeasterly line of Norwood Park Avenue; thence Northwesterly 196.95 feet on a line forming an angle of 142 degrees, 34 minutes with said last described line; thence Easterly 347.02 feet on a line forming an angle of 32 degrees, 19½ minutes with said described line to a stake in the West line of Nagle Avenue (formerly known as 64th Avenue and Eastern Avenue) at a point 125.15 feet North of the point of beginning and 33.7 feet East of the East line of said Section 6; thence South 125.15 feet along the West line of Nagle Avenue to the place of beginning, (excepting from said Tract the South Thirty (30) feet thereof).

" EXHIBIT B "

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Lot 12 in Block 21 in Edison Park a Subdivision in Section 36,  
Township 41 North, Range 12 East of the Third Principal Meridian,  
in Cook County, Illinois.

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MI.

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" EXHIBIT C "

10. That the parties hereto entered into said agreement as their free and voluntary act; that the parties feel that said agreement is fair and equitable, and the Court finds said agreement not to be unconscionable.

On motion of the Petitioner, BARBARA S. PEDA, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Court and by virtue of the power and authority therein vested by the statute in such case made and provided, DOES HEREBY ADJUDGE AND DECREE AS FOLLOWS:

A. That the bonds of matrimony existing between the Petitioner, BARBARA S. PEDA, and the Respondent, WITOLD K. PEDA, be and the same are hereby dissolved and the same are dissolved accordingly and the parties are and each of them is hereby freed from the obligations thereof.

B. That the settlement agreement between the parties dated February 16, 1983 and all of its provisions be and they are hereby expressly ratified, approved, confirmed, and adopted as the orders of this Court with the same full force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court. Said Agreement and all of its provisions are hereby incorporated in this Judgment.

C. That each of the parties shall execute and deliver all neces-

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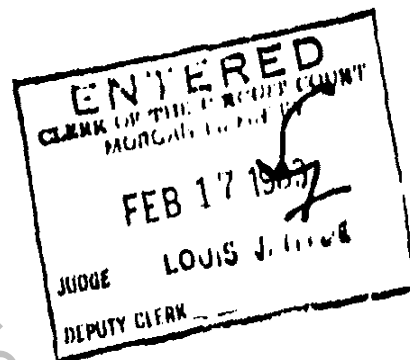
sary documents to carry out the intent and effect of said agreement.

D. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all and singular the terms and provisions of the agreement in writing made by and between the parties hereto under date of February 16, 1983 as hereinabove set forth.

ENTER:

APPROVED:

Walter R. Pugh  
Barbara Cook



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JAMES E. BOKERMANN  
7522 North Harlem Avenue  
Chicago, Illinois 60648

631-2700



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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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in a certain cause lately pending in said Court, between . . . . .  
. . . . . BARBARA S. PEDA . . . . . plaintiff/petitioner  
and . . . . . WITOLD K. PEDA . . . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed  
the seal of said Court, in said County, this . . . 28th, . . . . .  
day of . . . . . APRIL . . . . . 19. 86

*Morgan M. Finley* . . . . . Clerk

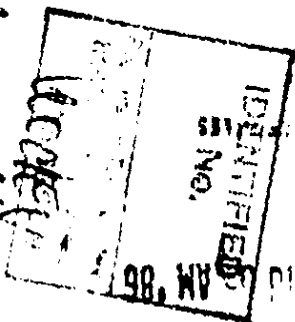
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