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LAW OFFICES

PITLER AND MANDELL

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CHICAGO, ILLINOIS 60606-4850

BARRY A. PITLER  
PHILIP L. MANDELL  
MARK L. SPIEGEL  
SIGI M. OFFENBACH  
DAVID M. SPITZ

AREA CODE 312  
782-9466

May 30, 1986

Mr. Michael Dellaria  
916 Knottingham Drive  
Schaumburg, IL 60172

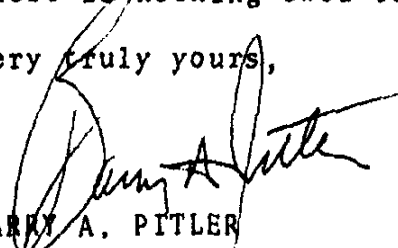
RE: DELLARIA v. DELLARIA  
Case No. 82 D 15211

Dear Mr. Dellaria:

This is to confirm that you have complied in all respects with paragraph 11 of the Marital Settlement Agreement dated September 1, 1982 incorporated into the Judgment for Dissolution of Marriage entered September 9, 1982, which pertains to the payment of attorney's fees.

There is nothing owed to our firm.

Very truly yours,

  
BARRY A. PITLER

BAP/cav

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PLACITA - ~~ARRAINS~~ JUDGMENT

CCJ-76-12-31-81 20M (624)

UNITED STATES OF AMERICA

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

LOUIS J. HYDE

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 9,  
in the year of our Lord, one thousand nine hundred and -82 ..... and of the Independence  
of the United States of America, the two hundred and -seventh .....

LOUIS J. HYDE

PRESENT: - The Honorable .....  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*Morgan M. Finley*

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

IN RE THE MARRIAGE OF: )  
PAULETTE DELLARIA, )  
 )  
Petitioner, )  
vs. )  
 )  
MICHAEL DELLARIA, )  
Respondent. )

**AGREEMENT ATTACHED**

No. 82 D 15211

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day again came the Petitioner, PAULETTE DELLARIA, by her attorney, BARRY A. PITLER, and said Respondent, MICHAEL DELLARIA, pro-se, due notice of said case made and provided; and this cause coming on to be heard on the trial call of the Court and on Petitioner's Petition for Dissolution of Marriage, the Answer thereto of the Respondent, and the stipulation of the parties that this cause be heard as an uncontested matter.

The Court having heard testimony of the Petitioner taken in open court, in support of her Petition for Dissolution of Marriage (a certificate of which evidence is filed herein) and now being advised in the premise, finds as follows:

1. That it has jurisdiction of the parties hereto and the subject matter hereof;
2. That the Petitioner is and since prior to the filing of said Petition for Dissolution of Marriage has been an actual resident of Cook County, and has been domiciled in the State of Illinois for more than ninety (90) days prior to the hearing before this Court in which the within findings have been made;
3. That the parties hereto were lawfully married on September 30, 1978, and said marriage was registered in Kane County, Illinois;

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4. That there was one child born as a result of said marriage of the parties, namely, MICHAEL DELLARIA III, who was born on April 4, 1979; that no children were adopted during said marriage, and that the Petitioner is not presently pregnant.

5. The Retitioner is 32 years of age, residing in Schaumburg, Illinois, and is presently employed as a checker at Dominick's Foods.

6. The Respondent is 31 years of age, presently residing in Schaumburg, Illinois, and his occupation is Production Control Analyst at McGraw Edison.

7. That the Respondent, MICHAEL DELLARIA, has, without fault on the part of the Petitioner, PAULETTE DELLARIA, been guilty of mental cruelty as charged in the Petition for Dissolution of Marriage filed herein.

8. That Petitioner is a fit and proper person to have care, custody, control, maintenance and education of the minor child.

9. That the parties hereto entered into a written Agreement on the 10th day of August, 1982, concerning the parties' respective rights to maintenance and the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, and other matters, which Agreement has been presented to this Court for consideration; that said Agreement was entered into freely and voluntarily by the parties for a full and adequate consideration each flowing to the other; that it is fair and equitable in all respects and ought merit the approval of this Court; and that it is in words and figures as follows, to wit:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of September, 1982, by and between MICHAEL DELLARIA, (hereinafter referred to as "Husband"), and PAULETTE DELLARIA, (hereinafter referred to as "Wife");

### WITNESSETH:

WHEREAS, the said parties are husband and wife, between whom differences and disputes have arisen; and

WHEREAS, the parties are now and have been estranged from each other and are now living apart; and

WHEREAS, the Wife has instituted a marital action against the Husband in the Circuit Court of Cook County, Illinois; and

WHEREAS, one child was born to the parties as a result of the marriage; and

WHEREAS, the parties, without any collusion as to said proceedings, hereby consider it to be in their best interests to settle between themselves now and forever their respective rights of property, dower rights, rights of maintenance and support, and any and all other rights of property and otherwise growing out of the marriage relationship existing between them and which either of them now has, or may hereafter have or claim to have, against the other, and all rights of any kind, nature and description which either of them now has or may have or claim to have, in and to any property of every kind, nature and description, real, personal or mixed, now owned or which may hereafter be acquired by either of them; and

WHEREAS, the Wife is represented by Barry A. Pitler, Attorney at Law, and the Husband has been advised to seek the benefit of the advice of counsel, but has decided not to do so; and

*Set Exhibit 1*

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WHEREAS, each party has made full disclosure to the other of all property owned by each of them and of the income derived therefrom and from all other sources, and are fully advised as to their rights in relation thereto.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. REAL PROPERTY: That during said marriage, the Husband and Wife acquired a Condominium located at 916 Knottingham, Schaumburg, Illinois, which property is legally described as follows, to wit:

Unit Number 1-B-1 in Building Number 12 in Kingsport Estates Condominium as delineated on a survey of the following described real estate:

07-35-200-016-1083 DR

A part of the North 1/2 of the North West 1/4 of the North East 1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, which survey is attached as Exhibit A to the Declaration of Condominium registered as Document Number LR 3094348 together with its undivided percentage interest in the common elements, as amended from time to time, in Cook County, Illinois.

It is agreed by the parties that the Wife will have use and occupancy of this Condominium and the Husband will quit claim all his rights thereto. In return, the Wife will execute and deliver to the Husband a junior mortgage in the sum of Twelve Thousand Two Hundred and No/100 (\$12,200.00) Dollars. In addition thereto, the Wife will execute a Note in the sum of \$12,200.00 payable to the Husband which will be payable at the time and upon the conditioning of the first to occur of the following events:

- (a) Sale of the Condominium;
- (b) Refinancing of the Condominium;
- (c) When Michael Dellaria III reaches the age of majority; or
- (d) The remarriage of the Wife.

2. AUTOMOBILES: The Wife presently drives a 1973 Oldsmobile Omega which shall be her exclusive property, independent of any claim of the Husband. The Husband

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currently drives a 1978 Oldsmobile Delta 88, said automobile shall be the exclusive property of the Husband, independent of any claim of the Wife.

3. BANK ACCOUNTS: The parties recognize that there is a balance of approximately \$700.00 in American Heritage Savings and Loan Association. The proceeds of said account will be used exclusively to pay the mutual bills of the parties hereto.

4. FURNITURE: The household furniture shall be divided equitably between the parties hereto.

5. CHARGE CARDS AND OUTSTANDING DEBTS AND OBLIGATIONS: The parties recognize that there is a present balance on their Visa Charge Card of approximately \$800.00, on their Master Charge Card of approximately \$1,700.00, on their Standard Oil Credit Card of approximately \$200.00, on their Charge Card for Carson, Pirie, Scott & Co. of approximately \$100.00 and for a loan from General Finance Corporation in the amount of \$500.00. The Husband agrees to pay the balances on the aforementioned obligations and will hold the Wife harmless for said obligations.

6. CHILD SUPPORT AND CUSTODY: The parties recognize that both parties hereto are fit and proper parents and that the child born as a result of this marriage, MICHAEL DELLARIA III, should have a close relationship to both, his father and his mother. Therefore, the Wife is to get custody of Michael Dellaria III, with the Husband to get visitation privileges. In addition thereto, the Husband will pay the Wife \$50.00 per week as and for child support and will pay any and all extraordinary expenses due to the child's medical or dental needs. Furthermore, the Husband will maintain a life insurance policy with the child as his sole and irrevocable beneficiary as long as Husband still has an obligation to support the child.

7. TAXES: The Husband shall be allowed to claim the child as a dependent on his Federal and State income tax returns hereinafter filed.

8. MUTUAL WAIVER: Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of

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maintenance, alimony, dower, homestead and all other property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law of any state or the United States of America, or of any other 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 party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators, and assigns, for the purpose of enforcing any of the rights specified herein and relinquished under this paragraph.

9. AMENDMENT AND CONSTRUCTION: This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendment shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this agreement. No oral agreement shall be effective to modify or waive any terms or conditions of this Agreement. 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.

10. EXECUTION OF DOCUMENTS: Each of the parties agree that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to put into effect the foregoing agreement, the intention being that the settlement provided for in this Agreement shall constitute a complete adjustment of the property rights and all other rights of the parties hereto.

11. ATTORNEY'S FEES: The Husband shall pay to the attorneys for the Wife all attorney's fees and costs expended in this matter.

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12. TOTAL AGREEMENT: It is agreed that the foregoing Agreement constitutes the complete and total agreement of the parties.

13. COURT APPROVAL: This Agreement shall be submitted to the Court for approval, and if approved, shall be made part of the Judgment for Dissolution and shall be effective and binding only if a Judgment for Dissolution is entered in said pending proceeding

X Pauletta DeLario  
WIFE

X Michael DeLario  
HUSBAND

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10. That there is no just reason to delay appeal from and enforcement of the provisions of this Judgment for Dissolution of Marriage, it being a final order of this Court.

11. On motion of the attorney for the Petitioner, it is therefore ordered, adjudged and decreed that this Court, by virtue of the power and authority vested in it and the Statute in which such case made and provided, hereby ORDERS, ADJUDGES AND DECREES the following:

A. That the Petitioner's Petition for Dissolution of Marriage be and the same is hereby allowed and that the parties are awarded a dissolution of their marriage and that the marriage existing between them is accordingly dissolved.

B. That the Petitioner be granted the care, custody, control, maintenance and education of MICHAEL DELLARIA III, the minor child of the parties, subject to Respondent's rights of reasonable visitation.

C. That the Marital Settlement Agreement between the parties is hereby incorporated herein by reference as if fully repeated, as a Judgment Order of this Court.

D. That the Court shall retain jurisdiction of the parties and the subject matter for the enforcement of all terms and conditions contained herein.

DATED \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Barry A. Pitler, Attorney for  
Petitioner

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
MORGAN M. FINLEY	
SEP - 9 1982	
JUDGE	LOUIS J. HYDE
DEPUTY CLERK	

\_\_\_\_\_  
Respondent - Pro-Se

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Barry A. Pitler  
PITLER AND MANDELL  
230 West Monroe Street  
Chicago, Illinois 60606  
(312) 782-9466

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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 ..... PAUELTE DELLARIA ..... plaintiff/petitioner and ..... MICHAEL DELLARIA ..... defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 10th ..... day of ..... September, ..... 19.82

Morgan M. Finley ..... Clerk

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