RECEIPT

I, MERISINE BROHOLM, hereby acknowledge that I have heretofore received the sum of FOUR THOUSAND EIGHT HUNDRED FIFTY and no/100 (\$4,850.00) DOLLARS from ROGER BROHOLM as per Article III Paragraph B (1) of the Judgement for Dissolution heretofore: entered on March 8, 1980.

Dated: August 5, 1986

Mersine Broholm

Mersine Broholm

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PLACITA-CIRCUIT COURT OF COOK COUNTY (DECREE)

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MITON

United States of America

STATE OF ILLINOIS, } BU.

PLEAS, before the Honorable	Benjamin J. Kanter
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 Cour	t House, in the City of Chicago, in said County, and
	ofNarch, in the year o
our Lord, one thousand nine hundred	and cightyand of the Independence of the
United States of America, thetwo.	hundred andfourth

PRESENT:—The Honorable BENJAMIN J. KANTER
Judge of the Circuit Court of Cook County.

BERNARD CAREY, State's Attorney.

RICHARD J. ELROD, Sheriff of Cook County.

Attest: MORGAN M. FINLEY, Cic.R.

Be it remembered, that heretofore, to wit: cn.be...3rd...day of.....March....19. 80
the following among other proceedings were had in the Circuit Court of Cook County said
and entered of record, to wit:

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, AC

STATE OF (LLINOIS,)

Chancery side thereof, IN RE: THE MARRIAGE OF entered of record in said court in a certain cause lately pending in said Court on the and foregoing to be a true, perfect and complete copy of a certain Judgment made and State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the

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said Court, at Chicago, biss	to lass ads
nereof, I have hereunto set my hand and affixed	dW seartiff ni
saw	ма востя вконотм
nenoisiteq	wherein C MERSINE BROHOLM

Solve Ox Cook Cook MORGAN M. FINLEY, Clerk of the Circuit Court of Gook County

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STATE OF ILLINOIS) SS (

CECT O THE COURT

IN RE: THE MARRIAGE OF MERSINE BROHOLM,

Petitioner

CASE NO. 79 D 5091

and

ROGER BROHOLM

Respondent

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petitioner's Verified Petition for Dissolution of Marriage, the Respondent's Answer therete and the Stipulation and Agreement of the parties that the above entitled matter be heard as a default proceeding; the Petitioner, MERSINE BROHOLM, appearing in open Court in her own proper person and by DALE A. ANDERSON, of WINTERPOFF, ANDERSON, KIEDAISCH & BERGSTROM, LTD., her attorneys, the Respondent appearing by GREG KINCZEWSKI, of BOODEL, SEARS, SUGRUE, GIAMBALVO & CROWLEY; the Court having heard the testimony in support of Petitioner's Petition for Dissolution of Marriage (a certificate of which evidence is filed herein), and now being fully advised in the premises:

FINDS:

- 1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
- 2. That the Petitioner is now and was at the time of filing her Petition for Dissolution of Marriage a resident of and domiciled in Cook County, Illinois, and that further, she has been a

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resident of and domiciled in Cook County, Illinois, for at least ninety days prior to the date of making of the final findings and entry of this Judgment.

- 3. That the parties were lawfully joined in marriage on October 16, 1954, at Chicago, Illinois.
- 4. That two children were born to the parties as the issue of the marriage and no children were adopted by the parties during the course of the marriage and the Petitioner is not now pregnant. The children are: LYNN ADAMS, age 23, married and emancipated; and CHERYL BROHOLM, age 21, and emancipated.
- 5. The during the time the parties hereof lived together as husband and wife, the Petitioner conducted herself as a good, true, faithful and affectionate wife.
- 6. That the Perizioner has lived separate and apart from the Respondent since January 14, 1979 without fault on her part.
- 7. That the Petitione' has substantially proved the material allegations of her Petition for Dissolution of Marriage in that, without fault or provocation, Respondent has been found to be guilty of extreme and repeated mental cruelty towards Petitioner and the equities of this cause are with the Petitioner.
- 8. That the parties hereto have entered into a written Stipulation and Settlement of their respective rights arising out of said marriage, which Stipulation is set forth in verds and figures as follows:

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STATE OF ILLINOIS)
COUNTY OF COOK)

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

IN RE: THE MARRIAGE OF MERSINE BROHOLM,

Petitioner

Respondent

and

ROGER BROHOLM,

STIPULATION AND MARITAL SETTLEMENT AGREEMENT

CASE NO. 79 D 5091

THIS AGREEMENT made and entered into this 23rd day of January, 1980, by and between MERSINE BROHOLM, (hereinafter referred to as the "wife"), and NOGER BROHOLM, (hereinafter referred to as the "husband"), the parties being residents of the County of Cook and State of Illinois.

- A. The parties were lawfully married at Chicago, Illinois, on October 16, 1954.
- B. Irreconcilable differences trose and they separated on January 14, 1979, and now live separate and apart from each other.
- C. Two children were born to the parties as the issue of the marriage. These children are LYNN ADAMS, Age 23, married and emancipated and CHERYL BROHOLM, age 20, and emancipated.
- D. The wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 79 D 5091. The case is entitled "In Re: The Marriage of MERSINE BROHOLM, Petitioner and ROGER BROHOLM, Respondent," and that case remains pending and undetermined.

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- E. The parties hereto consider it in their best interest to settle between themselves the questions of maintenance 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 rights 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 or personal, now owned or which may hereafter be acquired.
- F. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.
- G. The wife has hal the benefit of the counsel and advice of Dale A. Anderson, her attorney, and the husband has had the benefit of the counsel and advice of Greg Kinczewski of Boodell, Sears, Sugrue, Giambalvo and Crowley, his attorneys.

NOW, THEREFORE, In consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

RIGHT OF ACTION

1. This Agreement is not one to obtain or stimulate a dissolution of the marriage.

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ARTICLE 11

ST1PULATION

1. It is hereby stipulated between the husband and the wife that the above entitled cause of action for dissolution of the marriage be heard as an uncontested matter, the same as in cases of default, on the Petitioner's Petition for Dissolution of Marriage.

ARTICLE III

PROPERTY SETTLEMENT

- A. <u>PEAL ESTATE</u> Marital Residence located at .3511 1/0th Street, Lansing, Illinois
- (1) Upon the effective date of this Agreement, if not sooner alranged, the parties shall offer or list for sale the real estate upon which the marital residence is located for a sum not less than \$70,000.00, being the value established by appraisal dated August 16, 1979. Upon sale of the premises, all necessary costs in connection with said sale including real estate commissions, title charges, attorneys fees, documentary stamps and the like, shall be paid from the sale proceeds, as shall all outstanding mortgage balances relating to said premises. From said proceeds there shall also be deducted the sum of \$3,078.00, which sum shall be paid to the husband in reimbursement for one-third (1/3) of the parties outstanding debts which existed at the time of separation of the parties. The het proceeds remaining after deduction of the aforesaid expenses shall be divided equally by the parties. The legal description of said property is contained in Schedule "A" attached hereto.

B. INVESTMENT REAL ESTATE

(1) The parties hereto acknowledge that they have a fractional interest in certain property located in Calumet City, Illinois legally described as Parcels 1 and 2, respectively, on Schedule "B" attached hereto. Upon receipt of the sale proceeds described in paragraph A.(1) above, the wife shall execute all documents, quit claim deeds or assignments necessary to transfer, assign, convey and release any right, title or interest which she may have or claim to have in and to said investment real estate to the husband, or his nominee. All such documents shall be delivered to the husband or his attorney at which time he shall deliver to the wife a certified check, cashier's check or money order in the amount of \$4,850.00, which pays her for her interest in said property and an escrow savings account maintained in connection therewith, in accordance with appraisals heretofore obtained on 8/16/79 relating to said property.

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C. FURNITURE AND FURNISHINGS

- (1) Except as provided below, all furniture, furnishings, works of art and other personal property contained in the marital residence described above, shall be sold and the proceeds received therefrom shall be divided equally between the husband and the wife.
- (2) All property itemized on Schedule "C" attached hereto and made a part hereof, shall be the property of the party designated thereon and the other party shall have no further title or interest therein.

D. AUTOMOBILES OR MOTOR VEHICLES

- (1) The wife shall be entitled to possession and ownership of the least automobile and the husband shall have no further title or interest therein
 and shall execute any titles or other documents
 which might be required to vest full ownership in
 the wife.
- (2) The husband shall be entitled to full possession and ownership of the 1977 Ford Granada automobile and the wife shall execute any documents which might be required to effectuate full ownership to him.
- (3) Each party shall be responsible for any indebtedness which may be due in connection with the automobile which that party shall possess and own, and that party shall save the other harmless and indemnified from any loss in connection with any indebtedness which may be due thereon.

E. SAVINGS ACCOUNTS

(1) Each party hereby acknowledges that the other may have in his or her own name certain savings or bank accounts, and each party by execution hereof hereby waives and disclaims any interest which either may have in the accounts of the other.

F. PROFIT SHARING PLAN

(1) The wife shall be entitled to receive from the husband, upon his receipt of the sale proceeds described in paragraph A(1) hereof, tre sum of \$4,500.00, which sum represents an interest equal to approximately 33t of the amount presently vested in the husband's profit sharing plan with his employer, Chicago Block Co., Inc.

G. MISCELLANEOUS PERSONAL PROPERTY

- (1) The wife shall keep as her sole property free and clear of any interest of the husband, all of her jewelry, clothing and other personal belongings in her possession.
- (2) The husband shall keep as his sole property, free and clear of any interest of the wife, all of his jewelry, clothing and other personal belongings in his possession.

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ARTICLE 1V DEBTS AND OBLIGATIONS

- free, harmless and indemnified against all debts, liabilities and obligations which were incurred by the parties until the date of their separation on January 14, 1979. The wife has in effect assumed responsibility for one-third (1/3) of those total obligations by a credit allowed to the husband in connection with the sale and distribution of proceeds of the marital residence as outlined in ARTICLE III A. hereof.
- 2. Each party shall assume responsibility for his or her own debts and obligations which may have been incurred after the date of their separation and each party shall save and hold the other free, harmless and indemnified against any and all debts, liabilities or obligations of every kind or nature incurred by them since the date of their separation aforesaid.

ARTICLE V

INCOME TAX RETURNS

1. The parties agree that they shall file a joint income tax return, both Federal and State for the calendar year 1979 and that they shall divide equally any refund which may be due or received in connection with the filing of said return.

ARTICLE VI

MAINTENANCE

1. The foregoing property settlement shall be considered to be in full and complete settlement of all claims or rights held or asserted by either party against the other for support or maintenance past, present or future, and each party hereby waives and

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agrees that he or she shall have no further claim against the other for support, maintenance or alimony and each shall be forever barred from asserting such claim.

ARTICLE VII

COUNSEL FEES

1. Each party shall be responsible for the payment of his or her own attorneys' fees and court costs incurred in connection with the prosecution of this matter.

ARTICLE VIII

GENERAL PROVISIONS

- administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make offective the provisions of this Agreement and to release his or her respective interest in any property belonging to or awarded to the other, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.
- 2. Except as otherwise provided herein, each of the parties hereto does hereby forever relinquish, release, whive 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, widower, widow or otherwise, or by reason of the marital relation now existing between the parties hereto or by virtue of any present or future law of any State, 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. Each of the parties hereto further covenants and agrees for himself and

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herself and his and her heirs, executors, administrators or assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns for the purpose of enforcing any of the rights relinquished under this paragraph.

- 3. In the event that either the husband or wife at any time hereafter obtain a dissolution of marriage in the cause 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, but in no event shall this Agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending cause brought by the wife and referred to hereinbefore. The Court, on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the terms and provisions of the Agreement.
- 4. During the time the marital real estate described in Paragraph A(1) of Article II's being sold, the husband shall be entitled to exclusive possession of same. He shall not be obliged to pay any rent for such occupancy, but he shall be solely responsible for paying all mortgage perments, taxes, insurance premiums, utilities and maintenance costs which accrue during that time.

IN WITNESS WHEREOF, the husband and wife lave hereunto set their respective hands and seals the day and year first above written.

Mersine Broholm

Roger Broholm

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EXHIBIT "A"

ATTACHED HERETO AND MADE A PART OF PETITION FOR DISSOLUTION OF MARRIAGE IN RE: THE MARRIAGE OF MERSINE BROHOLM, PETITIONER, AND ROGER BROHOLM, RESPONDENT, DATED MARCH 12, 1979.

Legal description of marital residence:

Lot 106 in Second Addition to Wentworth Estates, being a Subdivision of part of Fractional Section 20, Tying South of the Little Calumet River and part of the East Half (3) of the North West Quarter (4) lying South and West of the Little Calumet River of Fractional Section 29, all in Township 36 North, Range 15, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 23, 1966, as Document Number 2267849.

s locate s a single # 30-29-125-021/ This property is located at 3711 - 170th, Lansing, Cook County, Illinois, and is a single family dwelling.

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EXHIBIT "B"

ATTACHED HERETO AND MADE A PART OF PETITION FOR DISSOLUTION OF MARRIAGE IN RE: THE MARRIAGE OF MERSINE BROHOLM, PETITIONER, AND ROGER BROHOLM, RESPONDENT, DATED MARCH 12, 1979.

Legal description of investment property:

Lot Nine (except the North 20.09 feet, as measured on the East Line thereof; and also except that part lying South of the North line of Lot 6 extended East) (9) in Block Three (3), in Home Gardens Acres Subdivision, being a Subdivision into Lots, Blocks, and Streets of the Southeast Quarter (4) of the Northeast Quarter (4) of Section 18, Township 36 North, Range 15, East of the Third Principal Meridian, ir Cook County, Illinois (excepting the Railroad right of way).

This property is located at 808 Mackinaw, Calumet City, Cook County, Illinois.

PIN 30-18-126-057
36-18-126-048
36-18-126-049

Legal description of investment property:

Lot 35 in Block 33 in Ford Calamer Highlands Addition to West Hammond, A subdivision of the East 1316 feet of the South 1/2 of the Southeast 1/4 of Section 7, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

This property is located at 607 Greenbay, Calumet City, Cook County, Illinois.

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LIST OF PERSONAL PROPETY WHICH SHALL BECOME THE SOLE AND EXCLUSIVE PROPERTY OF THE PETITIONER:

- Decorative plate from Greece
- One pitcher from Greece 2.
- 3. One bicycle Book Of County Clark's Office
- Books

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IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED, and this Court by virtue of the power and authority therein vested and the statute in such case made and provided, DOES ORDER, ADJUDGE and DECREE as follows:

- A. That the bonds of matrimony existing between the Petitioner, MERSINE BROHOLM, and the Respondent, ROGER BROHOLM be, and the came are hereby dissolved and this Court hereby orders the dissolution of the marriage of said parties.
- B. That the Stipulation and Agreement of the parties attached hereto is hereby incorporated into and merged into this Judgment and each and every provision is binding upon the parties.
- C. That this Court reserves jurisdiction of the subject matter of this cause and the parties hereto and the property settlement agreement which is a part hereof for the purpose of enforcing the terms and provisions of this Judgment.

DATED:		2
	ENTER:	
APPROVED:		JUDGE
Attorneys for Pe	titioner	
Stroneys for Re	Spondent Cauch	La Fliendy

WINTERHOFF, ANDERSON, KIEDAISCH & BERGSTROM, LTD. Attorneys for Petitioner 3344 Ridge Road Lansing Illinois 60438 (312) 474-3795

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