

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
June 19,
81 and of the Independence
fifth
of the United States of America, the two hundredth and

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.

Handwritten signatures and initials in the bottom left corner.

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ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN EL FOLEY
JUN 19 1991
NAME LOUIS J. NYER
DEPUTY CLERK

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 VLAKOS,)
) Petitioner)
)
 and)
)
 LOUIS T. VLAKOS,)
) Respondent)

No. 80 D 21523

JUDGMENT OF DISSOLUTION OF MARRIAGE

This day came again the Petitioner, BARBARA VLAKOS, by and through her attorneys, Riley, Riley and Riley, and this cause came on for a hearing upon the Petition for Dissolution of Marriage filed by the Petitioner and the Response thereto filed by the Respondent; the Petitioner and Respondent being present in open Court and being represented by their respective attorneys; the matter being heard as a default matter pursuant to Stipulation entered into by the parties and their respective attorneys; and the Court having read the testimony of the Petitioner in open Court in support of the allegations contained in her Petition for Dissolution of Marriage; the Court having heard the testimony of the Respondent; and the Court having considered all the evidence and now being advised in the premises finds that:

- A. That this Court has jurisdiction of the parties hereto and of the subject matter hereof;
- B. That the Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained

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in the State of Illinois for more than ninety (90) days next preceding the making of the findings:

C. That the parties were married on August 19, 1961, and said marriage was registered at Chicago, Cook County, Illinois;

D. That no children were born to or adopted by the parties as a result of this marriage and the Petitioner is not now pregnant;

E. That the Petitioner is 41 years of age; resides at 6927 S. 86th Avenue, Hickory Hill, Cook County, Illinois; and is currently unemployed;

F. That the Respondent is 49 years of age; presently resides at 10753 Fifth Avenue Cutoff, Countryside, Cook County, Illinois; is employed as an insurance consultant for Metropolitan Life Insurance Company;

G. That without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner;

H. That the Petitioner has proved the material allegations of her petition for Dissolution of Marriage, by substantial, competent and relevant evidence and that a Judgment of Dissolution of Marriage should be entered herein;

I. That the parties have entered into a written Marital Separation Agreement dated May 12, 1961, concerning the questions of the maintenance of the Petitioner and the Respondent and the respective rights of each party in and to the property, income or estate which either of them now own or may hereafter acquire, including a division of all marital and non-marital property and other matters, which Agreement has been presented to this Court for its consideration. The Agreement was entered into freely and voluntarily between the parties and it is not unconscionable and in words and figures it is as follows:

MARITAL SEPARATION AGREEMENT

This agreement made this 12th day of May, 1981 at Hickory Hills, Illinois, by and between BARBARA VIANOS (hereinafter referred to as the "wife") residing in Hickory Hills, Illinois, and LOUIS T. VIANOS (hereinafter referred to as the "husband") residing in Hickory Hills, Illinois.

A. The parties were lawfully married at Chicago, Illinois, on August 19, 1961.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they ceased to cohabit as husband and wife on or about August 15, 1980.

C. Two children were born to the parties as a result of their marriage. These children are Jennie Vianos, presently age 10, and Greg Vianos, presently age 17. Both children currently reside with the wife in the marital home. No other children were born to or adopted by the parties as a result of the marriage, and the wife is not now pregnant.

D. The wife has filed, against the husband, an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 80 D 21523, and that case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for the wife and the husband, the matters of custody, support, visitation, medical and related needs of the children of the parties, and to fully settle rights of property and any other rights of the parties growing out of their marital relationship.

IN WITNESS WHEREOF, in consideration of the mutual and several promises and undertakings herein contained, the parties do hereby freely and voluntarily agree as follows:

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1. **WARRANTY.** This agreement is not one to obtain or stimulate the dissolution of marriage. The wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by the husband. The husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the wife.

2. **CHILD CUSTODY.** The husband and wife agree that the custody, care, control and education of the children shall be with the wife. Both husband and wife shall keep each other informed as to where each of them resides, the phone numbers of their residences, their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination, and provide a phone number where he or she can be reached.

3. **VISITATION.** The husband shall have liberal rights of visitation with the children at such reasonable times and places as shall be agreed upon by the parties, including but not limited to, alternate weekends, alternate school and legal holidays, and reasonable vacation periods during the summer break. If the parties cannot agree upon the times of visitation, the same shall be determined by a court of competent jurisdiction upon proper Motion and Petition.

4. **CHILD SUPPORT.** The husband shall pay to the wife as and for the support and maintenance of the minor children the sum of Six Thousand One Hundred Ten (\$6,110.00) Dollars per year payable in equal weekly installments of One Hundred Seventeen and 50/100 (\$117.50) Dollars each and payable on the first day of each week commencing pro-rata on the effective date of this agreement. Said child support represents 27% of husband's net income. When the child first attains age 18, said payments shall be reduced to Eighty Five (\$85.00) Dollars per week and shall continue thereafter until the youngest child attains age 18. The parties recognize that during the time the children

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... during extended visitation and vacation periods, the ... the children's support will be diminished however, this ... when the total amount of support was determined and there shall be no abatement or diminution in child support payments at any time when the husband is exercising his rights to visitation.

5. **MEDICAL AND RELATED EXPENSES.** The husband shall pay for the hospital, surgical, optical and orthodontial care and for the extraordinary medical and dental care of Jennie and Greg. The husband, at his sole expense, shall obtain and maintain in full force and effect while he has an obligation to pay allowances for either of the children, a major medical insurance policy covering possible major medical needs of the children. The husband shall obtain and deposit with the wife a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder.

6. **LIFE INSURANCE.** The husband agrees to maintain and keep in effect during the minority of the parties' children, a life insurance policy on his life in the amount of not less than Fifty Thousand (\$50,000.00) Dollars, the proceeds of which will be payable to the children of the parties. The husband hereby agrees to name the wife as irrevocable Trustee for the benefit of the children on these policies. The husband further agrees that he shall not use the aforesaid policy of insurance as security for any personal loan, shall not borrow against said policy, and shall in no way encumber said policy without the written consent of the wife.

7. **MARITAL PROPERTIES.**

A. **Marital Residence.** Since the date of the marriage, the parties acquired a parcel of real property commonly known as 8925 South 86th Avenue, Hickory Hills, Illinois, which is legally described as follows:

Lot 17 in Hickory Highlands First Addition being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 8, Township 37 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 30, 1964 as Document Number 2184978.

DEO
PIN 23-02-102-02371

8925 South 86th Avenue

Hickory Hills

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...the wife shall have the exclusive right to ...
...until the youngest child attains age 18. Upon
...attaining age 18, the marital home shall be sold and the
...therefrom shall be divided equally between the parties hereto.
...the time that the wife has exclusive possession, she shall pay the
...the taxes, and insurance for the premises, and shall indemnify and
...the husband harmless for the nonpayment of same. The parties acknowledge
...the marital premises is in need of certain capital repairs and agree that
...the cost of said repairs shall be divided equally between the parties and
...therefor given to the wife upon the sale of the premises. At the time of the
...of the marital property, the wife shall receive a credit for the amount,
...by which she has reduced the principal amount of the mortgage during
...the time she has had the right to exclusive possession. If a Judgment for
...of Marriage is entered in the case now pending between the parties
...hereto, the husband and wife shall convey the marital premises to reflect
...ownership as tenants in common and not joint tenancy.

B. Household Furniture and Furnishings. The husband and wife
agree that all the household furnishings and other personal property in the
marital home, except that which is the husband's personal clothing and
possessions shall be the property of the wife.

C. Bank Deposits. The husband shall deliver to the wife the
amount of Twenty Five Thousand (\$25,000.00) Dollars and the balance of the
bank deposits in the amount of approximately Forty Thousand (\$40,000.00)
Dollars shall be the sole property of the husband.

D. Automobile. The wife agrees to assign to the husband all
her right, title and interest in and to the present automobile in the possession

E. Pension and Profit Sharing. The wife agrees to assign, set
over, and transfer to the husband any right, title and interest which she may
have in the husband's pension and profit-sharing plan currently in effect with
his employer, Metropolitan Life Insurance Company.

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... The husband shall pay ...
... wife from, harmless, and indemnified against all debts,
... obligations which were incurred by the wife for neces-
... for herself, the husband, or the parties' children prior
...
... *HTU Bel*

G. Maintenance. The wife hereby agrees to waive all her rights
to maintenance (formerly known as "alimony") which she may have from the
husband. The husband hereby agrees to waive any right to maintenance (formerly
known as "alimony") which he may have from the wife.

H. College Education. The husband agrees to pay for the high
school education of the two minor children. The parties agree to pay for
the college education of the minor children to the extent that they are
financially able to do so.

I. Dependents for Income Tax. So long as the husband makes and
child support payments described herein, he alone shall be entitled to claim
the two minor children as dependents on his State and Federal income tax
returns.

J. Attorney's Fees. Each party shall be responsible for and
pay their own attorney's fees.

8. MUTUAL RELEASE. Except as otherwise herein provided, each of the
parties hereto does hereby forever waive, release and quitclaim to the other
party all rights of dower, homestead, and all other property rights and claims
which he or she now has or may hereafter have, as husband, wife, widow, or
otherwise, by reason of the marital relations now existing between them,
under the present and any present or future law of any state or of the United
States or Mexico, or of any other county, 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 herself and his or her heirs, executors, adminis-
trators and 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

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... shall not waive any or either of the rights specified in and
... under this paragraph.

9. **NON-MODIFIABILITY OF TERMS.** The parties agree and the Judgment
shall provide that the terms hereof, except those relating to the custody
support of the minor children, shall not be modified by any court hereafter
unless the parties consent to such modification in writing.

10. **INCORPORATION OF AGREEMENT INTO JUDGMENT.** In the event the party
at any time hereafter, obtain a Dissolution of Marriage in the case presently
pending between them, this agreement and all of its provisions shall be
incorporated into any such Judgment for Dissolution of Marriage, either
or by reference, and upon entry of said Judgment this agreement shall become
in full force and effect, but in no event shall this agreement be effectual
or of any validity unless a Judgment for Dissolution of Marriage is entered
the pending case referred to hereinbefore. The court, on entry of the Judgment
for Dissolution of Marriage, shall retain the right to enforce the provisions
and terms of the agreement, which agreement shall be binding upon and inure
to the benefits of the heirs, executors, administrators, assigns, devisees
and grantees of the parties hereto.

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

Barbara Vlachos
Barbara Vlachos

Louis J. Vlachos
Louis J. Vlachos

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I, _____, a Notary Public in and for the County and State aforesaid, personally appeared **BARBARA VLAKOS**, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of May, 1961.

Janice M. Casadek
NOTARY PUBLIC

My Commission expires 7/11/64

STATE OF ILLINOIS)

COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared **LOUIS T. VLAKOS**, personally known to me to be the same person who executed the foregoing instrument and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of May, 1961.

Janice M. Casadek
NOTARY PUBLIC

My Commission expires 7/11/64

Riley, Riley and Riley
Attorneys for Petitioner
225 S. Roberts Road
Niskayville, IL 60457
59A-4620

The Court has examined the above set forth Agreement and

WITNESSETH, in addition of the Petitioner, it is hereby ORDERED:

1. That the parties are awarded a Judgment of Dissolution of Marriage and the bonds of matrimony existing between the Petitioner, BARBARA VLAKOS, and the Respondent, LOUIS T. VLAKOS, are hereby dissolved.

2. The Marital Separation Agreement between the Petitioner and Respondent dated May 12, 1961, and hereinabove set forth, in full, is made a part of this Judgment of Dissolution of Marriage, and all the provisions of said Agreement are expressly ratified, confirmed, approved, and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said agreement.

3. The Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Separation Agreement made in writing between the parties hereto, dated May 12, 1961 as hereinabove set forth.

AFTER:

[Handwritten signature]

DATED: _____

Riley, Riley and Riley
Attorneys at Law
2855 S. Roberts Road
Niles, Illinois, IL 60497
398-4440

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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 VLAHOS

plaintiff/petitioner

and LOUIS T. VLAHOS

defendant/respondent.

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

the seal of said Court, in said County, this 20th

day of March, 19 87

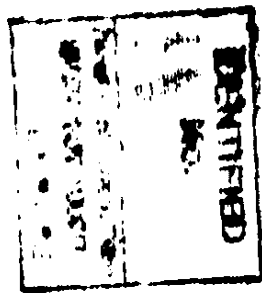
Morgan M. Finley Clerk

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