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PLACITA JUDGMENT

03/12/87 (10-84) CCDCH-6

[Handwritten signatures and scribbles]

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

PLEAS, before the Honorable JOHN W. GUSTAFSON
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 March 12,
in the year of our Lord, one thousand nine hundred and 87
and of the Independence
of the United States of America, the two hundredth and eleventh

PRESENT: • The Honorable JOHN W. GUSTAFSON
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY,
~~RICHARD M. DALEY~~ 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)
)
ROBERT J. FISHER,)
)
) Plaintiff)
and) No. 86D-14587
)
CYNTHIA L. FISHER,)
) Defendant)

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the verified Petition for Dissolution of Marriage of the Plaintiff, ROBERT J. FISHER, and upon the Response thereto of the Defendant, CYNTHIA L. FISHER; and the Plaintiff appearing in open Court in his own proper person and by ERNEST L. GOWEN, of ERNEST L. GOWEN & ASSOCIATES, LTD., his attorney, and the Defendant appearing in open Court in her own proper person and by ALAN R. BRUGGEMAN, of CONDON & BRUGGEMAN, her attorney; and the Court having heard the testimony of the Plaintiff duly sworn and examined in open Court in support of the allegations contained in his Petition for Dissolution of Marriage; and the Court having considered all the evidence and having been fully advised and informed in the premises, FINDS THAT:

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A. This Court has jurisdiction of the parties hereto and the subject matter hereof.

B. The Plaintiff was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of these findings.

C. The parties were lawfully married on June 21, 1981, in the Village of South Holland, County of Cook, State of Illinois, and said marriage was registered in Cook County, Illinois.

D. No children were born of nor adopted by the parties as a result of their marriage, and the Defendant is not now pregnant.

E. The parties have lived separate and apart for a continuous period in excess of six (6) months and they have waived by written stipulation the requirement of living separate and apart for a continuous period in excess of two (2) years, and irreconcilable differences have caused the irretrievable breakdown of the marriage, and efforts at reconciliation have failed.

F. That the parties established and proved by competent, material and relevant evidence the requirements for entry of a Judgment of Dissolution of Marriage pursuant to Chapter 40 Section 401(a)2 of the Illinois Domestic Relations Act.

G. The parties have on or about February 13, 1987, entered into an oral Marital Settlement Agreement concerning the questions of the maintenance of the parties, the respective rights of each party in and to the property, income or estate

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which either of them now owns 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. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

ARTICLE I

GENERAL STATEMENTS

1. INCORPORATION OF RECITALS. The foregoing recitals are made a part of this Agreement.
2. NON-COLLUSION CLAUSE. This Agreement is not made to induce either party to obtain a Judgment of Dissolution of Marriage.
3. CAPTIONS. The captions contained in this Agreement are for convenience only and are not intended to limit the scope of any provisions of this Agreement.

ARTICLE II

MARITAL HOME

4. CONVEYANCE OF TITLE. The Defendant shall execute any and all documents, including a quit claim deed, required to transfer to the Plaintiff all of her right, title and interest in and to the marital home, commonly known as 20509 South Kedzie

Avenue, Olympia Fields, Illinois, which property is legally described as follows:

Lot 13 in Block 3 in a Resubdivision of all Blocks 1 and 2, and Lot 12 and the North 240.0 feet of Lot 13 in Block 3 of Olympia Fields Terrace, a subdivision of that part of the West 1/4 of the Southwest 1/4, lying westerly of the I.C. Railroad, in Section 13, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as recorded April 25, 1929 as Document No. 457136, together with vacated streets and alleys adjoining aforesaid premises, according to plat of said resubdivision registered in the Office of Registrar of Titles of Cook County, Illinois, on September 15, 1955 as Document No. 1620722.

Said property shall thereupon become the sole and exclusive property of the Plaintiff.

5. POSSESSION. The Defendant shall deliver possession of these premises to the Plaintiff no later than Saturday, March 7, 1987.

6. CONDITION OF HOME. The Defendant shall deliver up possession of said premises to the Plaintiff in the same condition as when the Plaintiff vacated the same approximately six (6) months ago, ordinary wear and tear excepted.

7. EXPENSES. The Defendant shall assume sole responsibility for payment of all utility costs incurred during such time as she has had and will have exclusive possession of the home.

The Plaintiff shall assume sole responsibility for payment and satisfaction of the mortgage loan balance due and owing thereon to PATHWAY FINANCIAL of approximately FIFTY NINE THOUSAND AND NO/100 (\$59,000.00) DOLLARS, commencing with the payment due in March, 1987; plus any and all costs of utilities, maintenance and repairs upon receiving possession of said premises from the

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Defendant, plus any other expenses incurred in the use and ownership of said premises.

8. CONSIDERATION. For and in consideration of the Defendant conveying her interest in and to the marital home and the "Wisconsin property", as hereinafter provided, to the Plaintiff, the Defendant shall at the time of receiving possession of these premises pay to the Defendant the sum of FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$15,750.00) DOLLARS, which sum shall be paid in the following manner:

a. A cashier's or certified check in a sum equal to the difference between FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$15,750.00) DOLLARS, less the bank account balances which the Defendant is to receive pursuant to paragraph 12 as hereinafter provided.

ARTICLE III

WISCONSIN PROPERTY

9. CONVEYANCE OF TITLE. The Defendant shall execute any and all documents, including a quit claim deed and assignment, required to transfer to the Plaintiff all of her right, title and interest in and to certain property commonly known as N4197 Twilight Beach Road, Route 3, Chilton, Wisconsin, which property is legally described as follows:

Lot Five (5) and Lot Six (6), Dorns Twilight Beach according to the recorded plat thereof, the same being a subdivision of part of Government Lots Thirty-Seven (37) and Thirty-Eight (38), Town of Stockbridge, Calumet County, Wisconsin, having a frontage on Lake Winnebago of 120 feet and a depth of about 150 feet more or less.

10. POSSESSION. The Plaintiff shall henceforth be entitled to the sole and exclusive possession of said premises.

11. EXPENSES. The Plaintiff shall assume sole responsibility for payment and satisfaction of the contract balance due and owing thereon to JACK and JOANA ECKERT of approximately EIGHTEEN THOUSAND AND NO/100 (\$18,000.00) DOLLARS; and the loan balance of approximately SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7,500.00) DOLLARS due and owing to the Plaintiff's mother, ANN FISHER, which loan the parties incurred when they purchased the said property; plus any and all costs of utilities, maintenance and repairs, or any other expenses incurred in the use and ownership of said premises.

ARTICLE IV

PERSONAL PROPERTY

12. BANK ACCOUNTS. The Defendant shall receive as her sole and exclusive property, free and clear of any right, title or interest of the Plaintiff, the following bank accounts, which are presently titled in the name of the Defendant, but were originally joint accounts of the parties:

<u>BANK</u>	<u>APPROXIMATE BALANCE</u>
Community Bank of Homewood-Flossmoor	\$ 2,000.00
Bank of Park Forest	7,625.00
Bank of Park Forest	195.00
Bank of Park Forest	<u>956.00</u>
Total	\$10,776.00;

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plus any interest earned thereon, making the total of said accounts approximately ELEVEN THOUSAND AND NO/100 (\$11,000.00) DOLLARS.

These account balances are based upon the Defendant's representations that she has only expended funds from the COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR account to make mortgage payments on the marital residence for the months of October, November and December, 1986, and to pay down approximately ONE HUNDRED FIFTY AND NO/10 (\$150.00) DOLLARS on the Visa/Mastercard account, and to make two (2) payments for real estate taxes on the Wisconsin property; and that the balances of said accounts are the same as they were when they were titled in the joint names of the parties, plus interest.

13. MOTOR VEHICLES AND BOAT. The Defendant shall receive as her sole and exclusive property, free and clear of any right, title or interest of the Plaintiff, the 1984 Nissan automobile; and the Plaintiff shall assume sole responsibility for payment and satisfaction of the loan due and owing to his father, EMERY FISHER, of FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS, which loan was incurred at the time the parties purchased said automobile.

The Plaintiff shall receive as his sole and exclusive property, free and clear of any right, title or interest of the Defendant, the 1980 Chevrolet pick-up truck and the 1980 MFG Royal boat.

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14. FURNITURE, FURNISHINGS, ETC. The Plaintiff shall receive as his sole and exclusive property, free and clear of any right, title or interest of the Defendant, the following items of furniture, furnishings and the like from the marital home:

1. Dining room table and chairs,
2. 2 oil paintings,
3. VCR and rack and tapes,
4. Microwave,
5. 50% of towels, linens,
6. 50% of Christmas decorations,
7. Downstairs bedroom set,
8. Pool table and accessories,
9. Major appliances,
10. Washer & dryer,
11. Family room couch, and tables and lazy boy,
12. Telephone stand,
13. 2 desks and filing cabinet,
14. Attached lights,
15. Tools, kitchen light, dining room light, T.V. stand, fish, lawn mower,
16. Grandfather's clock,
17. Air compressor, and
18. Small appliances attached to cabinet.

The Defendant shall receive as her sole and exclusive property, free and clear of any right, title or interest of the Plaintiff, the following items of furniture, furnishings and the like from the marital home:

1. Dining room hutch,
2. Living room couches, coffee table, end table, and 2 lamps,
3. 2 oil paintings,
4. 25" Color T.V.,
5. Microwave cart,
6. Upstairs bedroom set,
7. Kitchen set and 6 chairs,
8. Hope chest,
9. China, glasswares, silverware, kitchen dishes and minor appliances,
10. Copies of important documents,
11. 50% of towels, linens, and
12. 50% of Christmas decorations.

15. MISCELLANEOUS PERSONAL PROPERTY. The parties shall keep and retain as their sole and exclusive properties, free and clear of any right, title or interest of the other, all the clothing and other personal belongings presently held or possessed by each, and any and all other properties titled or registered in their respective names, not hereinbefore specifically provided for.

ARTICLE V

DEBTS AND OBLIGATIONS

16. SPECIFIC DEBTS OF PLAINTIFF. The Plaintiff shall assume sole responsibility for payment and satisfaction of the following debts and obligations:

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- a. Approximately ONE THOUSAND TWO HUNDRED FIFTY SIX AND NO/100 (\$1,256.00) DOLLARS to Visa/Mastercard;
- b. TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS to former tenants of Wisconsin property, KOBMAN;
- c. Mortgage payments of approximately ONE THOUSAND SIX HUNDRED FOURTEEN AND NO/100 (\$1,614.00) DOLLARS due to PATHWAY FINANCIAL for mortgage payments due on the marital residence for the months of January and February, 1987.
- d. Approximately ONE HUNDRED THIRTY THREE AND NO/100 (\$133.00) DOLLARS to J.C. PENNY & CO., for the purchase of shutters affixed to the marital home.
- e. FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS to both ANN FISHER and EMERY FISHER, which loan was incurred when Plaintiff purchased his former home in Park Forest, Illinois.

17. GENERAL DEBTS AND OBLIGATIONS. The parties shall be solely responsible for payment and satisfaction of any and all other debts and obligations incurred by each not hereinbefore specifically provided for, including their own respective attorney's fees incurred and costs expended in this proceeding.

18. INDEMNIFICATION. The parties agree to hold one another free, harmless and indemnified from any and all expenses of any type, including attorney's fees, arising out of their respective failures, for any reason, to pay the debts and obligations hereinbefore assumed.

ARTICLE VI

WAIVER OF MAINTENANCE AND MISCELLANEOUS

19. WAIVER OF MAINTENANCE. The foregoing provisions shall be in full and complete settlement of all claims or rights held or asserted by the parties against one another for maintenance

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(alimony), past, present and future, and each party shall have no further claims against the other party for maintenance (alimony) and they shall be forever barred from asserting such claims.

20. EXECUTION OF DOCUMENTS. Each of the parties agree that he or she will upon demand by 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 provided for in this Agreement shall constitute complete adjustment of the property rights of the parties hereto.

21. GENERAL DISCLAIMER. That except as otherwise provided for herein, each of the parties 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, 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 of 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 other 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

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his or her heirs, executors, administrators or assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

ON MOTION OF SAID ATTORNEY FOR THE PLAINTIFF, and the Court by virtue of the power and authority therein vested and the statute in such case made and provided, DOES ORDER AND ADJUDGE as follows:

1. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, ROBERT J. FISHER, and the Defendant, CYNTHIA L. FISHER, are hereby dissolved.

2. The oral MARITAL SETTLEMENT AGREEMENT dated February 13, 1987 and hereinbefore 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 and pursuant to the terms of said AGREEMENT.

3. Each of the parties hereto will promptly upon demand by the other party, execute and deliver to such other party any and

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all documents that may be necessary to effectuate and fulfill the terms of this JUDGMENT.

4. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid AGREEMENT, is forever barred and terminated.

5. This 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 written MARITAL SETTLEMENT AGREEMENT between the parties hereto dated February 13, 1987, as hereinbefore set forth.

ENTER:

	ENTERED	0
JUDGE	MAR 12 1987	1
	JOHN W. GUSTAFSON	6

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APPROVED:

Robert J. Fisher

ROBERT J. FISHER, Plaintiff

ERNEST L. GOWEN & ASSOCIATES, LTD.

By:

Ernest L. Gowen

ERNEST L. GOWEN, Attorney for Plaintiff

Cynthia L. Fisher

CYNTHIA L. FISHER, Defendant

CONDON & BRUGGEMAN

By:

Alan R. Bruggeman

ALAN R. BRUGGEMAN, Attorney for Defendant

County Clerk's Office

This Document Prepared By:
Ernest L. Gowen & Associates, Ltd.
15507 South Cicero Avenue
Suite 200
Oak Forest, Illinois 60452
(312) 687-9000
Law Firm: 50782

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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
ROBERT J. FISHER plaintiff/petitioner
and CYNTHIA L. FISHER defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 12th
day of March, 1987

Morgan M. Finley Clerk

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MAR 27 1974
HARRY BUS YOUNG
REGISTRY

IDENTIFIED NO.	Reg. State of Illinois HARRY BUS YOUNG STACK
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Edward A. Bowen
15507 50 Avenue
Oak Forest, Ill
60452