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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

PLEAS, before the Honorable BERNARD B. WOLFE
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 April 5,
in the year of our Lord, one thousand nine hundred and 78
of the United States of America, the two hundredth and second

PRESENT: The Honorable BERNARD B. WOLFE
Judge of the Circuit Court of Cook County.

BERNARD B. WOLFE,
~~RICHARD M. DAVENY~~, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Subject to atty for Elrod

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - FAMILY CHANCERY DIVISION

In re the Marriage of)

JILL WALKER, Petitioner)

and)

GORDON W. WALKER,)
Respondent.)

77 D 7669

ENTER

APR 05 1978

B. B. WOLFE

JUDGMENT OF DISSOLUTION OF MARRIAGE

This day came again the petitioner, JILL WALKER, by her attorneys, GEORGE W. BROOKS, and the respondent, GORDON W. WALKER, by his attorneys, SUPENA & NYMAN, and this cause came on for hearing as a contested case upon the Petition for Dissolution of Marriage of the petitioner, and upon the Response thereto of the respondent; and both parties appearing in open court in their own proper persons and by their attorneys, and the Court having heard the testimony in open court of the petitioner in support of the allegations contained in her Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised in the premises, FINDS that:

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

B. The petitioner 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 the findings;

C. The parties were married on September 11, 1965, and said marriage was registered at Winnetka, Cook County, Illinois;

D. Two children were born to the parties as a result of the marriage, namely: Douglas W. Walker, born April 1, 1966, and Britton R. Walker, born July 4, 1967. No children were adopted by the parties, and the petitioner is not now pregnant. It is in the best interest of said minor children that their custody be awarded to the petitioner;

E. Without cause or provocation by the petitioner, the respondent has been guilty of extreme and repeated mental cruelty toward the petitioner;

F. The petitioner has proved the marital 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;

G. The parties hereto have entered into a Separation Agreement dated March 3, 1978, concerning the questions of the custody, visitation and support of the minor children of the parties, the maintenance of the petitioner, the respective

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rights of each party in and to the property, income or estate 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:

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ON MOTION OF SAID ATTORNEYS FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, JILL WALKER, and the respondent, GORDON WALKER, are hereby dissolved.

2. The petitioner is awarded the custody of the minor children of the parties, subject to the reasonable visitation rights of the respondent.

3. The Separation Agreement between the petitioner and the respondent, dated March 3, 1978, and hereinabove set forth in full is made a part of this Judgment of Dissolution of Marriage; and all of 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.

4. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

5. 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.

6. 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 Separation Agreement made in writing between the parties hereto dated March 3, 1978, as hereinabove set forth.

ENTER:

B. Beagle
Judge

APPROVED:

Jill Walker
Jill Walker, Petitioner

Gordon Walker
Gordon Walker, Respondent

George W. Brooks
George W. Brooks, Attorney for
Petitioner

SUPENA & NYMAN
By Willard N. Nyman
Willard N. Nyman
Attorneys for Respondent

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MARITAL SEPARATION AGREEMENT

This Agreement, made and entered into this 3rd day of March, 1978, by and between JILL WALKER, hereinafter referred to as "Wife", and GORDON WALKER, hereinafter referred to as "Husband".

WHEREAS, Husband and Wife are married to each other, but have ceased living together as Husband and Wife because of their marital differences; and,

WHEREAS, there has arisen certain irreconcilable differences between Husband and Wife, and the parties desire to enter into an Agreement to settle between themselves all of their respective rights; and,

WHEREAS, two children were born to the parties, to wit: DOUGLAS W., born April 1, 1966, and BRITTON R. M., born July 4, 1967, and no other children were adopted by them; and,

WHEREAS, Wife has retained the services of GEORGE W. BROOKS, and Husband has retained the services of SUPENA & NYMAN for the purpose of representing the respective parties in the Agreement; and,

WHEREAS, Husband is employed at Imperial Oil Ltd. and has a gross income of \$2,916.00 U. S. per month.

NOW, THEREFORE, for and in consideration of the mutual covenants and terms and considerations of this Agreement and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

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SECTION 1

CHILD CUSTODY

A. That the Wife shall have the permanent custody of the minor children, DOUGLAS and BRITTON, subject to the reasonable right of visitation by Husband.

B. That Husband, who resides out of the State and Country, shall have the right of visitation in accord with past practices upon reasonable notice to Wife and to be exercised at other than in the marital home.

SECTION 2

CHILD SUPPORT

A. Subsequent to February 28, 1978, the Husband shall pay to the Wife the sum of Thirteen Thousand (\$13,000.00) U. S. Dollars, as and for child support per year, payable monthly on the first day of each month, in the sum of One Thousand Eighty Three and 33/100 (\$1,083.33) U. S. Dollars per month; however, Husband shall withhold from each monthly payment the sum of One Hundred Sixty-Two and 50/100 (\$162.50) U. S. Dollars for the purpose of paying Canadian income taxes. That except for the \$162.50 per month, the payments shall in all other ways be free of Canadian tax to the Wife.

B. That in no event shall the aforesaid child support be reduced for any reason for the thirty-six (36) months following the effective date of this Agreement.

C. That in the event that Husband establishes his residence and his full time employment in the United States, then (but no sooner than thirty-six (36) months following the effective date of this Agreement) the child support payments shall be reduced to the sum of Eleven Thousand (\$11,000.00) Dollars per year, payable on the first day of each month in the sum of Nine Hundred Sixteen and 67/100 (\$916.67) per month, which sum shall have no deductions therefrom and the payments shall be free of Canadian tax to the Wife. The child support payments shall in no event be reduced below the Eleven Thousand (\$11,000.00) Dollars per annum.

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D. That the child support payments shall not be diminished, reduced or terminated upon the oldest child's emancipation and the child support payments shall continue in full until the youngest child attains the age of nineteen (19) years of age, whereupon payments will terminate.

E. That the Husband shall pay to the Wife, upon the effective date of this Agreement, the sum of Twenty-Eight Hundred (\$2,800.00) Dollars as and for child support for the months of January and February and the Husband will withhold Four Hundred Twenty (\$420.00) Dollars for the purpose of paying Canadian income taxes.

F. That Wife is presently employed part time and in the event that she works additional hours, or in the event that she works full time, it shall not be the basis for any reduction or diminution of any payments required herein.

With respect to the foregoing in the event the Husband secures a refund of all or a part of said withheld sums, the Wife shall be entitled to one-half thereof.

SECTION 3

MAINTENANCE

A. That so long as the Husband resides in Canada, he shall pay to the wife the sum of Four Thousand Five Hundred (\$4,500.00) U. S. Dollars per year, as and for maintenance, which shall be payable on the first day of each month in the sum of Three Hundred Seventy-Five (\$375.00) U. S. Dollars per month; however, Husband shall withhold from each monthly payment the sum of Fifty-Six and 25/100 (\$56.25) U. S. Dollars for the purpose of paying Canadian taxes.

B. That in no event shall the aforesaid payments be modified for any reason, except the Wife's remarriage or conjugal cohabitation in which event they shall be terminated, for the thirty six (36) months following the effective date of this Agreement.

C. That in the event that Husband establishes his residence

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in the United States, then (but not sooner than thirty six (36) months following the effective date of this Agreement) the maintenance payments shall be reduced to the sum of Two Thousand (\$2,000.00) U. S. Dollars per year, payable on the first day of each month in the sum of One Hundred Sixty-Six and 67/100 (\$166.67) U. S. Dollars per month, which sum shall continue for thirty six months without modification and thereafter maintenance shall be One Thousand (\$1,000.00) U. S. Dollars per year, payable on the first day of each month in the sum of Eighty-Three and 34/100 (\$83.34) U. S. Dollars per month and which payments shall be terminated upon Wife's remarriage or conjugal cohabitation.

D. That the payments herein shall be taxable to the Wife and deductible by Husband.

E. That the Husband waives his right of maintenance against Wife.

With respect to the foregoing in the event the Husband secures a refund of all or a part of said withheld sums, the Wife shall be entitled to one-half thereof.

SECTION 2

MARITAL HOME

A. That the parties own the marital home located at 858 Bittersweet Drive, Northbrook, Illinois in joint tenancy, said property is legally described as follows:

Lot 10 in the Forestview Subdivision, a Subdivision in the North Half of the Northeast Quarter of Section 10, Township 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered in the office of the Registrar of Titles in Cook County, Illinois, on August 31, 1954, as Document Number 1544099.

04-10-200-127 8800's
858 Bittersweet Dr. Northbrook

B. That the parties shall remain as joint owners, but the Wife shall be entitled to the exclusive possession of the marital home subject to the conditions herein.

C. That upon the effective date of this Agreement, the Wife shall be responsible for all subsequent mortgage, tax insurance, and utility payments and shall assume said indebtedness and hold Husband harmless therefrom.

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D. That on or before April 1, 1978, the Husband shall pay to the Wife, the sum of One Thousand (\$1,000.00) U. S. Dollars to be used by her for certain capital maintenance that is presently necessary for the home; and within ninety (90) days of the effective date of this Agreement, the Husband will pay for the purchase and installation of a new garage door selected by the Husband for the garage of the Northbrook home. That the Wife shall thereafter be solely responsible for the ordinary and usual maintenance of the home. After the aforementioned One Thousand (\$1,000.00) Dollars, the parties shall equally divide the expense for any extra-ordinary capital maintenance for the home.

E. That neither of the parties shall in any way further encumber the property, and shall not put any additional mortgage or lien against the property.

F. That prior to the youngest child becoming nineteen (19) years of age, the Wife shall have the right to sell the marital home at fair market value and the Husband agrees to sign all documents necessary to carry out said sale. Wife shall be entitled to reinvest the total net proceeds in a new home for Wife and the minor children, (and no one other than the Husband and Wife shall have a financial interest therein) but Husband shall have a lien against the new home, payable upon the first to occur of the youngest child becoming nineteen (19) years of age, the Wife's remarriage, or resident conjugal cohabitation by the Wife, in an amount equal to one-half of the net proceeds from the sale of the new home with an adjustment to the Wife in the event she adds capital improvements, which are documented, to the new house in excess of her equity from the sale of the Northbrook home. With respect to the new home, each party shall continue to be responsible for one-half of extraordinary capital maintenance. The Husband is not entitled to sell the marital home.

G. That in the event that the house is not sold as aforesaid, the Husband shall be entitled to one-half of the net proceeds (or equity) upon the happening of the first of the following:

1. The youngest child becoming 19 years of age.
2. Wife's remarriage.
3. Resident conjugal cohabitation by Wife.

The net proceeds shall be determined by subtracting from the gross sale price the balance of the existing mortgage, accrued

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taxes, real estate commission, title charges, revenue stamps, and all other usual expenses and charges. The balance shall then be divided in half for each party; in the event that the property is not sold, the above estimated expenses shall be subtracted from the fair market value of the property and the balance shall be divided in half for each party.

SECTION 5

TAX EXEMPTIONS

That the Wife shall be entitled to claim the minor children as exemptions on her State and Federal income tax returns; and deductions for her payments of mortgage, interest and real estate taxes on the marital home.

SECTION 6

MEDICAL INSURANCE AND EXTRAORDINARY MEDICAL EXPENSES

A. That the Wife shall be responsible for obtaining and paying for hospitalization and extraordinary medical insurance for the benefit of the minor children so long as the child support payments are at the level set forth in Section 2 (A) and (C).

B. That the Husband shall be responsible for any and all uninsured extraordinary medical, dental and orthodontial bills. Extraordinary shall be defined as any expense in excess of Twenty (\$20.00) U. S. Dollars per occurrence. Wife agrees to consult with Husband prior to incurring said expense, which shall not apply in the case of an emergency.

SECTION 7

LIFE INSURANCE

A. That the Husband agrees to maintain a minimum of Fifty Thousand (\$50,000.00) U. S. Dollars life insurance for the benefit of each minor child for such time as each child is dependent upon Husband for support. That Husband shall name each child, or trustee for the child's benefit, as irrevocable beneficiaries during that period, and Husband agrees to keep the policies so that the aforesaid sums will always be payable upon his death.

B. To satisfy this provision, the Husband may designate

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policies currently in force, whether individual or group, whole life or term.

C. That Husband agrees to keep in full force and effect the college fund which is a vested fund.

D. That the Husband shall supply the Wife reasonable evidence of the existence of the aforesaid as may from time to time be reasonably requested by her.

SECTION 8

MOTOR VEHICLES

A. That the Wife shall be the sole and exclusive owner of the 1977 Ford station wagon, and it shall be free and clear of any liens, chattel mortgages or encumbrances and Husband shall, within seven (7) days from the effective date of this Agreement, execute any documents that may be necessary to have clear and exclusive title in the Wife.

B. That the Husband shall be the sole and exclusive owner of all other motor vehicles free and clear of any interest of Wife, and Wife shall, within seven (7) days from the effective date of this Agreement, execute any documents that may be necessary to have clear and exclusive title in Husband, and Husband shall hold Wife harmless from any loan, claim or demand relating to said motor vehicle.

SECTION 9

COLLEGE EDUCATION:

A. That the Husband agrees to be responsible for college educational expenses subject to the following factors for each child:

1. The educability of the child.
2. The financial resources of the parents.
3. The financial resources of the child.

B. The Husband, Wife, and child are to confer concerning the selection of any college or university.

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ATTORNEY'S FEES

A. That the Husband shall pay to GEORGE W. BROOKS, the Wife's attorney, the additional sum of Three Thousand (\$3,000.00) U. S. Dollars as and for his additional payments as and for the Wife's attorney's fees and Court costs; said payment shall be on or before April 1, 1978.

SECTION 11

PERSONAL PROPERTY

A. That there is certain personal property in the marital home that belongs to Husband's mother, and the parties shall make arrangements for its delivery to her at her entire expense and in the event that Husband's mother does not accept and pay for its delivery within sixty (60) days from the effective date of this Agreement, then Wife may dispose of said property as she sees fit.

B. That except for the personal belongings of Husband, the Wife shall receive and be the sole owner of the personal property, furniture and appliances in the marital home.

SECTION 12

CHILDREN'S PROPERTY

A. That the parties agree that there are certain assets in the possession of the Husband for the benefit of the parties' children, as set forth in EXHIBIT "A", and that Husband shall retain possession thereof, but shall do nothing to diminish their worth or value and shall, as each child attains the age of nineteen (19), turn over to each child said assets that are at least equal to the present value of said assets, except for depreciation caused by market forces.

SECTION 13

DEBTS

A. That except as otherwise provided herein, each of the parties shall be responsible for any debt incurred by that party or on that party's behalf and shall hold the other party harmless thereof.

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SECTION 14

MARITAL AND NON-MARITAL PROPERTY MUTUAL WAIVER

A. That each party acknowledges that there are significant and substantial assets that may be classified as either marital or non-marital property, and each party has taken that fact into account in entering into this Agreement on full and complete disclosure and that accordingly, except as hereinabove provided, all right of inheritance, descent, distribution, alimony, community interests, maintenance, partition and all other right, title, claim, interest, and estate as a spouse, surviving spouse, or otherwise, except as otherwise provided herein, by reason of the marital relations existing between the parties hereto under any present or future law, or which right might otherwise have or be entitled to claim in, to or against the property and assets of the other, real, personal, or mixed, or the other's estate, whether now owned or hereafter in any manner acquired by either, or whether in possession or in expectancy, and whether vested or contingent, and all right of either party hereto to act as administrator or administrator-with-the-will-annexed of the estate of the other party, or to apply for letters of administration in any form and all right of either party hereto to inherit by intestate succession any of the property of which the other party may die, seized or possessed shall be and they are forever relinquished, released, barred, terminated, and ended, and that during their respective lifetimes, each of the parties hereto may deal with, and by testament or otherwise dispose of his or separate estates as if the said parties had never been married to each other, and that should either of the parties hereto die intestate, the estate of such deceased party shall descend to the heirs at law of such deceased party, in the same manner as if the parties hereto had never been married, and that neither of the parties hereto, nor his or her heirs, executors, administrators,

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grantees, devisees or assigns, shall at any time hereafter sue the other, or his or her heirs, executors, administrators, grantees, devisees or assigns for the purpose of enforcing any of the rights specified herein and relinquished, waived, discharged, released, barred, and terminated hereunder; provided, however, that nothing herein contained shall operate or be construed to have the effect of limiting, modifying, waiving or releasing the obligations of either of the parties hereto to comply with the provisions of this decree. Further that nothing in this paragraph shall be construed as limiting the respective undertakings of the parties hereto as hereinabove set forth.

APPROVED:

Jill Walker
JILL WALKER

Gordon Walker
GORDON WALKER

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, personally appeared JILL J. WALKER 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 3rd day of March, 1978.

James C. [Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, personally appeared GORDON W. WALKER, 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 3rd day of March, 1978.

James C. [Signature]
Notary Public

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EXHIBIT A

CHILDREN'S PROPERTY

Held in Trust for Douglas W. Walker

\$14,300 in Face Amount Pan Am Convertible
Bonds due 1999.

Account #219 at Bloor & Yonge Branch of Canadian
Imperial Bank of Commerce: \$1,738.07

Held in Trust for Britton R. M. Walker

\$14,300 in Face Amount Pan Am Convertible
Bonds due 1999.

Account #220 at Bloor & Yonge Branch of Canadian
Imperial Bank of Commerce: \$1,729.58

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First American Title Insurance
Company of Mid America
100 North LaSalle Street Suite 1700
Chicago, Illinois 60602 760-6729

