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03608197 (10-84) CCDCH-6

PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

SS.

PLEAS, before the Honorable ROBERT CARTER
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 6th
in the year of our Lord, one thousand nine hundred and -85
of the United States of America, the two hundredth and -TENTH

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

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

No rights - but subject to receipt from former copy of 10,000 or 10,000

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

ENTERED
CLERK OF THE CIRCUIT COURT
MORGAN M. FINLEY
SEP 6 1985
JUDGE. *R. Carter*
DEPUT. *BENJAMIN [unclear]*

IN RE THE MARRIAGE OF:
KAREN GIALLOMBARDO,

Petitioner,

and

JOSEPH J. GIALLOMBARDO

Respondent

No. 85 D 16297

JUDGMENT FOR DISSOLUTION
OF MARRIAGE

This cause coming on to be heard upon the Verified Petition for Dissolution of Marriage filed by the Petitioner, KAREN GIALLOMBARDO, by her attorney, THOMAS J. ANSELMO, and the Court being advised that the Respondent, JOSEPH J. GIALLOMBARDO is appearing PRO SE.

And the said Petitioner, KAREN GIALLOMBARDO being present in open Court and represented by her counsel, THOMAS J. ANSELMO, and the Respondent, JOSEPH J. GIALLOMBARDO appearing Pro Se.

And the Court having heard the testimony of Petitioner taken in open Court (a certificate of which evidence is filed herein), and now being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties

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hereto and the subject matter hereof.

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2. That at the commencement of the within action, the Petitioner was a resident of the County of Cook and domiciled in the State of Illinois, and has maintained said residence and domicile for at least ninety (90) days next preceding the findings of the within Judgment for Dissolution of Marriage.

3. That the parties were lawfully married on October 30, 1976, at Chicago, Illinois, and said marriage was registered at Cook County, Illinois.

4. That no children were born to the parties as a result of the marriage. No children were adopted as a result of this marriage and the Petitioner is not now pregnant.

5. That irreconcilable differences have caused an irretrievable breakdown of the marriage and the marriage is now broken and cannot be saved.

6. That the parties have voluntarily entered into an Agreement to dispose and settle between themselves all questions and issues of maintenance, property rights and attorney's fees, which Agreement was presented to this Court, and appears to this Court to be fair and equitable under the circumstances, and said Agreement is expressly ratified, approved, affirmed, and adopted by this Court and incorporated herein in Judgment for Dissolution of Marriage.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND AGREED:

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A. That the Petitioner, KAREN GIALLOMBARDO'S Petition for Dissolution of Marriage is granted, and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and is hereby dissolved.

B. That the Written Settlement Agreement entered into between the parties, dated the 31ST day of August, 1985, be and is hereby incorporated into and made a part of this Judgment for Dissolution of Marriage, and all of the terms, provisions, and conditions of said Agreement shall be in full force and effect and binding on the parties, and said Agreement is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

This Agreement made and entered into on the 31ST day of August, 1985, at Chicago, Illinois, by and between KAREN GIALLOMBARDO (hereinafter referred to as Wife), and JOSEPH J. GIALLOMBARDO, (hereinafter referred to as Husband), both parties being presently domiciled in the State of Illinois.

WHEREAS, the parties were lawfully married on October 30, 1976, at Chicago, Illinois, and said marriage was registered at Cook County, Illinois; and

WHEREAS irreconcilable differences have caused an irretrievable breakdown of the marriage and the marriage is now broken and cannot be saved, and as a result the parties have ceased to live together as husband and wife.

WHEREAS, No children were born to the parties as result of the marriage. No children were adopted by the parties, and the Petitioner is not now pregnant.

WHEREAS, the Wife has filed against the Husband a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Domestic Relations Division, styled in the name of In Re The Marriage Of: KAREN GIALLOMBARDO, Petitioner and JOSEPH J. GIALLOMBARDO, Respondent, Case number 85 D 16297, and that case remains pending and undetermined; and

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WHEREAS, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance, attorneys fees and to fully settle all property rights of the parties, or other relationship, now or previously existing between the parties, and to settle any rights which either of them now has or may hereafter have or claim to have against each other. The parties hereto consider it to their best interest to settle all rights of every kind, nature and description which any of them now has or may hereafter have or claim to have against the other, in or to any property of the other, whether real, personal or mixed, now owned or may which hereafter be acquired by either of them, or any rights or claims in and to the estate of the other; and

WHEREAS, the Wife has employed THOMAS J. ANSELMO as her attorney, and the Husband is appearing pro se, and the parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other.

NOW THEREFORE, in consideration of the mutual and several promises and understandings 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 agrees as follows:

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ARTICLE I

Right of Action

1.1 This Agreement is not one to obtain or stimulate a Dissolution of Marriage.

1.2 Wife reserves the rights to prosecute any action for Dissolution of Marriage which she has brought, and defend any action which may be hereafter commenced by Husband. Husband reserves the right to defend any action which has been heretofore brought by wife, and to prosecute any action for Dissolution of Marriage which he may hereafter bring.

ARTICLE II

Property Settlement

2.1 Marital Residence: 832 Dell Road, Northbrook, Illinois. The Wife shall quit claim all her rights, title or interest in the property at 832 Dell Road, Northbrook, Cook County, Illinois, to the Husband making him the sole owner thereof. Said real estate is legally described as follows:

Lot 24 and the North 16.66 feet of Lot 23 in Block 4 in Hughes-Brown-Moore Corporation's Collinswood, being a subdivision of part of the North East 1/4 and Part of the East 1/2 of the South East 1/4 of Section 11, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

#04-11-207-033 ABO-All Jc

That the Husband shall be solely responsible for the mortgage incurred in connection with said property, including, principal, interest, real estate taxes and insurance, and shall pay said items solely holding Wife free, harmless, and indemnified

from any payments thereunder.

That the Wife shall assign any interest she has in any escrow funds on funds on deposit with the mortgage institution, making the Husband the sole owner thereof.

The parties agree that the said residence has a current market value of approximately EIGHTY EIGHT THOUSAND FIVE HUNDRED (\$88,500.00) DOLLARS, and is encumbered with a first mortgage encumbrance to THE WILMETTE BANK in the approximate amount of THIRTY EIGHT THOUSAND, FOUR HUNDRED (\$38,400.00) DOLLARS.

Husband will pay to Wife in consideration of her assignment to him of her interest in the marital residence cash in the amount of TEN THOUSAND FIFTY (\$10,050.00) DOLLARS.

2.2 Pension: The Husband waives any rights, title or interest in any pension or profit sharing funds held now or accumulated hereafter by the Wife, and said benefits shall be the sole and exclusive property of the Wife, free and clear of any interest of the Husband.

The Wife waives any rights, title or interest in any pension or profit sharing funds held now or accumulated hereafter by the Husband, and said benefits shall be the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

2.3 Furniture and Fixtures: The Husband is awarded the wide screen television. Husband will pay to Wife in consideration of her assignment to him of her interest in said television, cash in the amount of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS.

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That the Husband and Wife shall retain all other furniture, furnishings, fixtures and possessions currently held in their respective possession and shall be the sole and exclusive property of each respective party.

2.4 Automobiles: Husband is awarded the 1980 Mazda GLC automobile, and Wife will assign any right, title or interest she has in said automobile to the Husband, making him the sole owner thereof. That any lien, encumbrance, charge or obligation incurred in connection with the 1980 Mazda GLC automobile shall be the sole and exclusive obligation of the Husband, who shall pay said items solely, holding Wife free, harmless and indemnified from any payments thereunder.

That the Wife is awarded the 1984 Nissan Stanza automobile and the Husband will assign any right, title or interest he has in said automobile to the Wife, making her the sole owner thereof. That any lien, encumbrance, charge or obligation incurred in connection with said automobile, including but not limited to the balance due Citicorp in the approximate amount of ELEVEN THOUSAND, SEVEN HUNDRED (\$11,700.00) DOLLARS, shall be the sole and exclusive obligation of the Wife, who shall pay said items solely, holding Husband free, harmless and indemnified from any payments thereunder.

2.5 Stocks and Bonds: Wife is awarded the Paine Webber brokerage account number NI 0920216. The Husband waives any rights, title or interest in said brokerage account, and said account shall be the sole and exclusive property of the

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Wife, free and clear of any interest of the Husband. Husband is awarded the Paine Webber brokerage account number NI 0969916 and the Drexel, Burnham, Lambert brokerage account number 03-684-48-7-83 (03-CT). Husband will pay to Wife in consideration of her assignment to him of her interest in the Paine Webber brokerage account number NI 0969916 and the Drexel, Burnham, Lambert brokerage account number 03-68448-7-83 (03-CT) cash in the amount of THREE THOUSAND (\$3,000.00) DOLLARS. The Wife waives any rights, title or interest in said brokerage accounts, and said accounts shall be the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

2.6 Business: The Wife waives any rights, title or interest in the business known as Language Study Software, and said business shall be the sole and exclusive property of the Husband, free and clear of any interest of the Wife. Husband will pay to Wife in consideration of her assignment to him of her interest in the business known as Language Study Software cash in the amount of TWO THOUSAND SEVEN HUNDRED FIFTY (\$2,750.00) DOLLARS.

2.7 Life Insurance: The Wife waives any rights, title or interest in any life insurance benefits or interest held now or accumulated hereafter by the Husband, and said benefits and interest shall be the sole and exclusive property of the Husband, free and clear of any interest of the Wife.

ARTICLE III

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Debts and Obligations

3.1 The Husband shall pay for and shall save and hold the Wife free, harmless and indemnified against any and all debts incurred by him after January 1, 1985. The Wife shall pay for and shall save and hold the Husband free, harmless and indemnified against any and all debts incurred by her after January 1, 1985.

ARTICLE IX

Miscellaneous Provisions

4.1 The Wife shall pay the balance of her attorney's fees, court costs and expenses incurred in these proceedings, in the amount of EIGHT HUNDRED AND 00/100 (\$800.00).

4.2 In the event either party hereto (hereinafter referred to as the "Offending Party") willfully or unreasonably fails to perform any of the undertakings herein, and as a result the other party (hereinafter referred to as the "Innocent Party") incurs any expense or obligation, including legal fees and court costs to enforce said provisions and terms of this Agreement, then the Offending Party shall indemnify, hold harmless, and pay all such expenses and fees of the Innocent Party in an amount to be determined by the Court.

4.3 Both parties are waiving maintenance against the other, whether past, present or future, and both parties are forever barred from claiming maintenance against the other, whether past, present or future.

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ARTICLE X

General Provisions

5.1 Execution of Documents: Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of the Agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any Judge or Associate Judge of the Circuit Court of Cook County, Land Title Division to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

5.2 Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever, relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of dower, maintenance, inheritance, descent, distribution, community interest under any present or future law which he or she has or might

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have to be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in exceptance, and whether vested or contingent.

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

Karen Giallombardo

KAREN GIALLOMBARDO

Joseph J. Giallombardo

JOSEPH J. GIALLOMBARDO

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C. That the Petitioner and Respondent are ordered to carry out all of the terms, provisions and conditions of this Judgment for Dissolution of Marriage, as contained in the Agreement and incorporated herein.

D. That both parties are waiving maintenance against the other, whether past, present or future.

E. That the Court retains jurisdiction of the parties hereto and the subject matter herein, for the purpose of enforcing the provisions and terms of this Judgment for Dissolution of Marriage.

F. That the Petitioner will resume the use of her maiden name, KAREN DRUMMOND.

ENTER:



JUDGE

DATED:

September 6, 1985

THOMAS J. ANSELMO, # 12422
ANSELMO AND SCHWARZBACH
Attorney for Petitioner
25 E. Washington St.
Chicago, Illinois 60602
372-0990

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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:

3508197

in a certain cause lately pending in said Court, between
KAREN GIALLOMBARDO plaintiff/petitioner
and **JOSEPH J. GIALLOMBARDO** defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this **15th**
day of **APRIL** 19. **87**

Morgan M. Finley Clerk

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RECORDED BY CLERK # C-23626