

United States of America

STATE OF ILLINOIS, }
County of Cook. }ss.

EVERETTE A. BRADEN

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 the City of Chicago, in said County, and
State, on the 28th day of August, in the year of
our Lord, one thousand nine hundred and 81 and of the Independence of the
United States of America, the two hundred and sixth

EVERETTE A. BRADEN

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

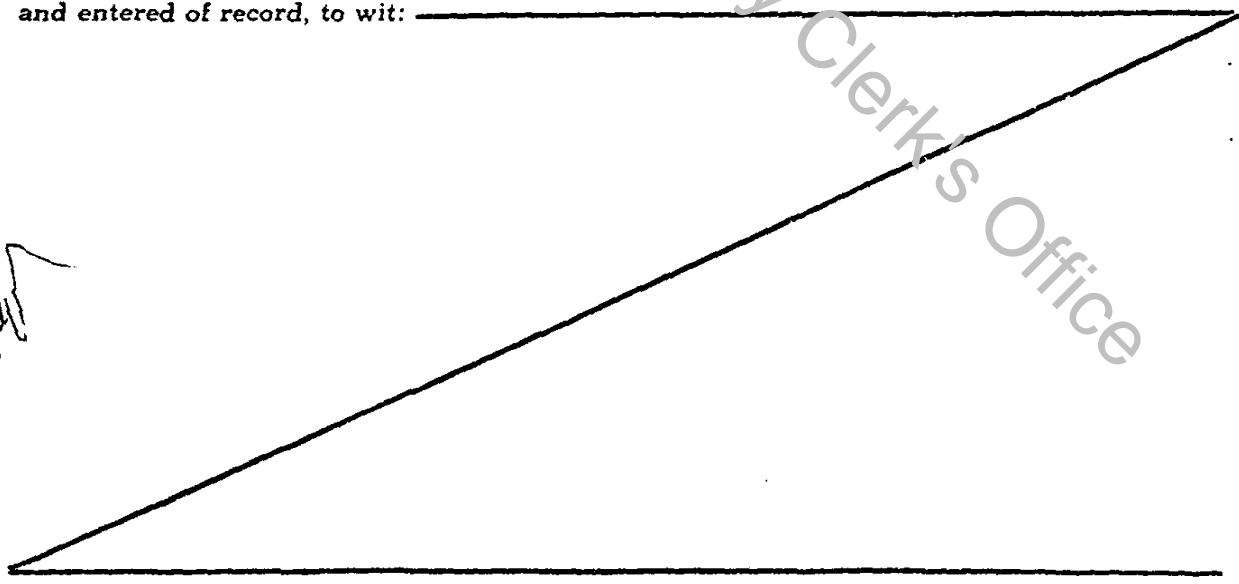
RICHARD M. DALEY
BERNARD CAREY, State's Attorney.

RICHARD J. ELROD, Sheriff of Cook County.

Attest: MORGAN M. FINLEY, Clerk.

Be it remembered, that heretofore, to wit: on the 28th day of August 1981

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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Property of Cook County Clerk's Office

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)
)
SUSAN E. BAKER,)
)
Petitioner,) No. 81 D 10684
)
and)
)
DAVID A. BAKER,)
)
Respondent.)

J U D G M E N T

On July 16, 1981, Petitioner, by PHILIP H. HART of CONSUMER LAW OFFICES, attorney, proceeded to trial and it appearing to the Court that said Respondent had due notice thereby by appearance pro se, according to the Statutes in effect. That the petitioner and the respondent stipulated to have this matter heard as a default case.

And the Court having heard testimony taken in open Court in support of said Petition; a Certificate of which evidence has been filed herein; and the Court being fully advised in the premises:

FINDS:

- 1. That it has jurisdiction of the parties and the subject matter.
2. That one of the parties at the time the action was commenced was domiciled in the State of Illinois and said domicile has been maintained for 90 days next preceeding the making of the Findings.
3. That the Petitioner has resided in Illinois for 24 years.
4. That the parties were lawfully married at Midlothian on November 24, 1974 and said Certificate was registered in Cook County, Illinois.
5. (a) That no children were born, or adopted of the marriage.
(b) That the wife is not pregnant.
6. That Petitioner is 24 years old; works as a sales representative and earns \$1100 net per month; and presently resides at: 3624 West 148th Street, Midlothian, Illinois 60445.
7. That Respondent is 25 years of age; works as a policeman and earns \$980 net per month; and presently resides at: 15101 Lamon, Midlothian, Illinois 60445.
8. That Petitioner by competent evidence, established that without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty.
9. That the court has considered, approved, reserved or made provisions for the maintenance of either spouse and the disposition of the property as per the following agreement:

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MARITAL SETTLEMENT AGREEMENT

This agreement made and entered into 18th day of June, 1981, by and between SUSAN E. BAKER, hereinafter referred to as the "wife," and DAVID A. BAKER, hereinafter referred to as the "husband."

W I T N E S S E T H:

WHEREAS:

- A. The parties were lawfully married on November 24, 1974, at Midlothian, Cook County, State of Illinois.
- B. Irreconcilable difficulties and differences have arisen between them as a result of which they separated in August 1980.
- C. As a result of this marriage, no children were born to said parties.
No children were adopted by them 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 81 D 10684.
- E. The parties consider it to their best interests to settle between themselves the question of maintenance and to fully settle their rights of property and 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.
- F. The wife has employed and had benefit of counsel of PHILIP H. HART of CONSUMER LAW OFFICES, her attorney. The husband has declined to seek representation by an attorney. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises.

NOW, THEREFORE, in consideration of the terms and conditions of this agreement, and other good and valuable considerations, it is hereby agreed between said parties as follows:

1. Right of Action

This agreement is not one to obtain or stimulate a dissolution of marriage.

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2. Waiver of Maintenance

The husband shall, in consideration of the premises of this Agreement, waive and release any and all claims that he may have for Maintenance or Support. The wife shall, in consideration of the premises of this Agreement, waive and release any and all claims that she may have for Maintenance or Support.

3. Real Estate

Upon the effective date of this agreement, the husband shall quit claim, convey and release all of his rights, title and interest in the marital home located at 3624 West 148th Street, Midlothian, Cook County, Illinois to the wife. The legal description of this realty is as follows:

The East 1/2 of the South 1/2 of Lot 13 in Midlothian Highlands, being a Subdivision of the East 693 feet of the North 1/2 of the Southwest 1/4 of Section 11, Township 36 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois

FAO
28-11-307-019

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The wife shall hold the husband free, clear and harmless as to any liens encumbrances, suits, and obligations against said realty.

4. Furniture and Furnishings

All of the furniture, furnishings, and personal items contained in the marital residence has been divided in a just and amicable manner.

5. Bank Accounts

Each party shall keep their own bank account.

6. Debts

Each of the parties shall be responsible for the payment of their respective debts that he or she incurred since the separation of the parties in August of 1980.

7. Tax Returns

Commencing with the calendar year of 1981 and in all subsequent years the parties shall file separate tax returns.

8. Execution of Documents

Each of the parties, his or her heirs, executors or 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

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designated herein or as may be reasonably necessary to make effective use of the provisions of this agreement and to release his or her respective interests in any property (real or personal) 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.

9. Modifications

The parties agree that the terms hereof, shall not be orally modified. That any amendments shall be in writing, dated and signed by both parties.

10. Incorporation of Agreement

In the event that either party obtains a judgment of dissolution of marriage, this agreement and all of its provisions shall be incorporated into the judgment of dissolution of marriage, either directly or by reference, but in no event shall this agreement be effective or of any validity unless a judgment of dissolution of marriage is entered. The Court on entry of the judgment of dissolution of marriage shall retain the right to enforce the provisions and terms of the agreement.

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

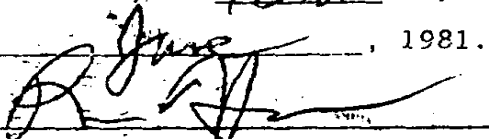


SUSAN E. BAKER, Petitioner



DAVID A. BAKER, Respondent

Subscribed and Sworn to
before me this 18th day
of June, 1981.



Notary Public

My Commission Expires Sept. 24, 1983

Philip H. Hart
CONSUMER LAW OFFICES
138 West Sibley Blvd.
Dolton, Illinois 60419
(312) 841-9290

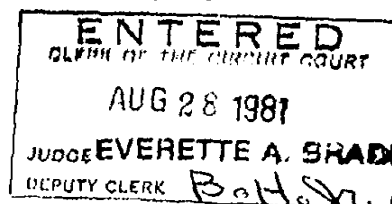
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THEREFORE, by virtue of the Statute of the State of Illinois, and on motion of said attorney for Petitioner, it is the Judgment of the Court, and

IT IS HEREBY ORDERED:

- A. That the bonds of matrimony heretofore existing between the Petitioner, SUSAN E. BAKER, and the Respondent, DAVID A. BAKER, be terminated and the marriage is accordingly dissolved as to both parties.
- B. That both parties mutually waive maintenance.
- C. That all property in the possession and control of the respective Parties shall remain the sole and exclusive property of each; pursuant to an Agreement dated June 18, 1981, attached hereto and made a part hereof.
- D. That the Court retains jurisdiction for the purpose of enforcing this Judgment.

ENTER:



J U D G E

Prepared by:

Philip H. Hart
Attorney for Petitioner
CONSUMER LAW OFFICES
138 West Sibley Blvd.
Dolton, Illinois 60419
(312) 841-9290

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FORM 89

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 records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain Judgment made and entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof, IN RE THE MARRIAGE OF:

SUSAN E. BAKER
wherein was petitioner
and DAVID A. BAKER was respondent

In Witness Whereof, I have hereunto set my hand and affixed

the seal of said Court, at Chicago.....

September 10, 19⁸¹

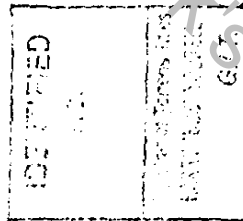
Morgan M. Finley Clerk.

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

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