



UNOFFICIAL COPY

Property of Cook County Clerk's Office

CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE: THE MARRIAGE OF	)	
CAROL RANACHOWSKI	)	
	)	Petitioner,
and	)	
	)	No. 79 D 12959
JOSEPH RANACHOWSKI	)	
	)	
	)	Respondent.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the Petition of CAROL RANACHOWSKI, by VINCENT C. LOPEZ, her attorney, and the Respondent JOSEPH RANACHOWSKI, having filed a Pro-Se appearance and a stipulation that this matter be heard as a default matter and the Court being fully advised in the premises; finds that:

1. This Court has jurisdiction of the subject matter and the parties hereto.
2. Petitioner CAROL RANACHOWSKI, is 29 years of age; is a full time college student; resides at 1743 Linden, Des Plaines, Cook County, Illinois; has resided in the State of Illinois in excess of 90 days; and is presently domiciled in the State of Illinois.
3. Respondent, JOSEPH RANACHOWSKI, is 29 years of age; is employed as a general contractor; resides at 204 Crystal Lane, Lake in the Hills, McHenry County, Illinois; has resided in the State of Illinois in excess of 90 days; and is presently domiciled in the State of Illinois.
4. Petitioner and Respondent were lawfully married on July 10, 1971, and said marriage was registered at Chicago, Illinois.
5. The parties lived and cohabited together from the time of their marriage until approximately the 20th day of September 1978, and starting at that time and continuing to the present have not lived and cohabited together through no fault or provocation on the part of the petitioner.
6. Two children were born to this marriage; KAREN LYNN RANACHOWSKI, age 7, born July 10, 1973; and DIANE MARIE RANACHOWSKI, age 2, born July 9, 1978. No children were adopted to this marriage and the petitioner is not now pregnant.
7. Petitioner is a fit and proper person to have the care, custody, control, and education of the minor children of the parties.

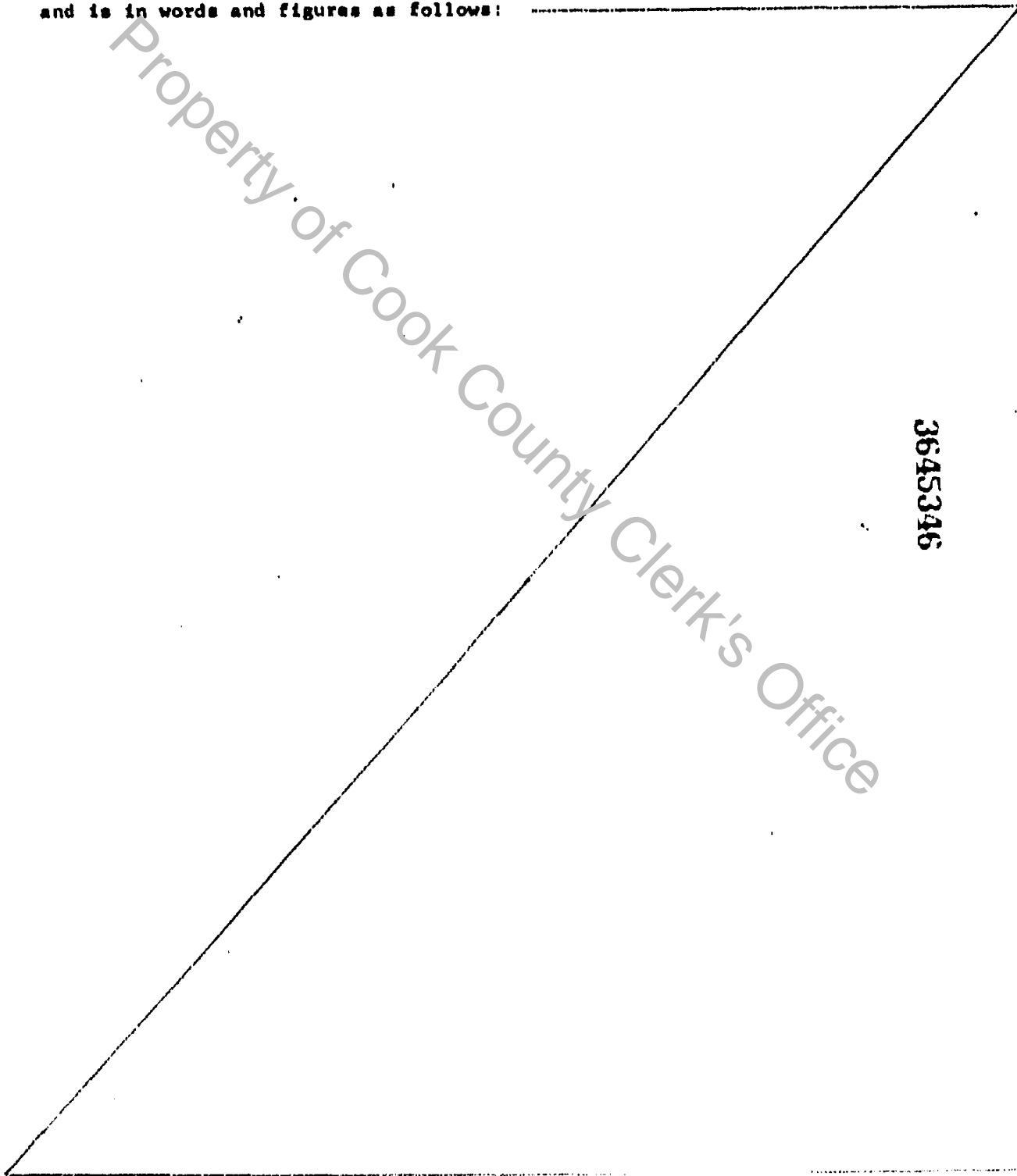
3645346

*How many...*

# UNOFFICIAL COPY

8. Petitioner has established by competent material and relevant proof that the Respondent JOSEPH RANACHOWSKI, has been guilty of extreme and repeated mental cruelty toward the Petitioner as averred and charged in her Petition for Dissolution of marriage and the equities of this cause are with the petitioner.

9. That the parties here to have entered into a written property settlement agreement dated July 31, 1980, for the adjustment of their respective rights and interests arising from the marital relationship. The original of which is attached here to as an exhibit and made a part hereof and is in words and figures as follows:



3645346

# UNOFFICIAL COPY

## AGREEMENT

This Agreement, made in Chicago, Illinois, by and between CAROL RANACHOWSKI ("Wife" or "Petitioner") residing in Des Plaines, Illinois and JOSEPH L. RANACHOWSKI ("Husband" or "Respondent"), residing in Elk Grove Village, Illinois.

### WHEREAS:

A. The parties were lawfully married in Cook County, Illinois on July 10, 1971.

B. Irreconcilable differences and difficulties have arisen between the parties as a result of which they separated on or around September 29, 1978, and they now live separate and apart from each other.

C. Two children were born to the parties as a result of this marriage; namely:

KAREN LYNN RANACHOWSKI, born July 10, 1973

DIANE MARLE RANACHOWSKI, born July 9, 1978

both of whom reside with petitioner. The Wife is not now pregnant by the Husband.

D. The Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, entitled "IN RE: THE MARRIAGE OF CAROL RANACHOWSKI, PETITIONER AND JOSEPH L. RANACHOWSKI, RESPONDENT," 79 D 12959 and said case remains pending and undetermined.

E. The parties hereto consider it in their best interests to settle between themselves the questions of maintenance and support for the Husband and Wife, child support for the minor children and to forever, finally and fully settle and adjust the respective rights of the property of the parties and any and all other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any rights which either of them now has or may hereafter have or claim to have against the other or in or to any property, whether real, personal or mixed, now owned or which may be hereafter acquired by either of them or any rights or claims in and to the estate of the other.

F. 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 and her respective rights in the premises.

36453346

# UNOFFICIAL COPY

C. The Wife is represented by VINCENT C. LOPEZ, attorney, and the Husband is represented by no attorney. Respondent has been advised of his right to representation by qualified legal counsel in this matter but has knowingly and consciously waived representation by qualified counsel of his own choosing.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings contained and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

1. **RIGHT OF ACTION:** This agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the rights to file such actions in the future as they may deem appropriate with respect to the marital status of the parties and the opposing parties reserve the right to defend such actions and to interpose all appropriate defenses and references thereto.

2. **CHILD CUSTODY:** Petitioner shall have the sole care, custody, control and education of the minor children KATHY LYNN RAMACHOWSKI and DIANE MARIE RAMACHOWSKI.

3. **CHILD VISITATION RIGHTS:** Respondent shall have the following right to visitation with the minor children of the parties:

a. Alternate weekends from 6 p.m. Friday to 7 p.m. Sunday.

b. Continuous visitation, for a period of two weeks during the summer school vacation each year, to include residence at the home of respondent or vacation travel with the respondent, on 60 days' notice to the petitioner, except that for the year 1980 said visitation shall be for the first two weeks in the month of August.

c. There shall be no child visitation by the respondent for two continuous weeks each summer on 60 days' notice by the petitioner to respondent.

d. Visitation on the following holidays shall take precedence over other provisions for visitation. Holiday visitations are to begin at 8 p.m. on the day previous to the holiday and end at 8 p.m. on the holiday itself, except that Christmas and New Year's Day visitations shall begin at 10 a.m. on the holiday and end at 10 a.m. on the next day.

3645346

# UNOFFICIAL COPY

i) Odd numbered years: Easter Day, Christmas Eve, New Year's Day and Karen's birthday.

ii) Even numbered years: Thanksgiving, Christmas Day, New Year's Eve and Diane's birthday.

iii) The birthday of respondent, which is August 11 each year.

iv) On the birthdate of petitioner, which is July 31 each year there shall be no child visitation by respondent.

e. One evening each week from 6 p.m. to 8 p.m. on notice given the previous day.

f. No visitation shall be made which shall interfere with the school hours or studies of the minor children.

#### 4. CHILD SUPPORT:

a. Respondent shall pay to petitioner the sum of \$100.00 per week as and for child support, it being understood by both parties that in the event of a substantial change in the financial circumstances of either the petitioner or the respondent, that either party may petition the court for a change in the amount of the child support. Said child support is to continue during the minority of each child and is to be allocated one-half to the support of each child. Said child support is to continue beyond the minority of each child during the time such child is a full-time student at an accredited institution of higher education but in no event beyond the time when such child would have been granted an undergraduate degree had such child pursued her education on a full-time basis and continuously, summer school excepted.

b. The respondent shall pay for the extraordinary medical and dental care of the children, inclusive of psychological, psychiatric and optical care. The term extraordinary shall include without limitation, teeth straightening or major dental work, operations, serious illness requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments, medical supplies (except as required in the treatment of serious illness). The petitioner shall consult with the respondent as to the need for extraordinary medical attention, except in grave emergency where the life of the child might be imperilled by delay. In the event the parties do not agree as to whether any expense is extraordinary, the court shall, upon proper notice and petition, determine the same even after said expense has been incurred.

3645346



# UNOFFICIAL COPY

c. In partial discharge of his obligations of support, the respondent shall provide some form of medical and hospitalization insurance and shall provide and supply the petitioner with some written evidence of same and documents making the use of the insurance immediately available in the event of an emergency.

d. The respondent agrees to make such contribution to the expenses of college education of the children, under-graduate education only, as he shall be reasonably able to make at the time that said children are prepared to attend college. The amount of the contribution of the respondent shall be arrived at by consultation between the parties and in the event they are unable to agree, then the court shall, upon proper notice and petition, determine same even after expense has been incurred.

5. ARREARAGES IN TEMPORARY CHILD SUPPORT: Respondent acknowledges that he is in arrears at this time in the sum of \$4,000.00 on the temporary order entered herein providing for payment of child support by respondent to petitioner. The parties agree that these arrearages shall be paid by respondent to petitioner in installments of \$30.00 per week until these arrearages are fully paid.

6. MAINTENANCE WAIVER: The petitioner and respondent each waive all claims to maintenance and support from each other.

7. MARITAL HOME: Respondent has conveyed to the petitioner by Quit Claim Deed dated March 19, 1979 all of his right, title and interest, including dower and homestead, in and to the real estate formerly used as the marital residence with a legal description:

Lot Thirty-Nine -- (except the North 21 feet thereof) (39) and the North 23 feet of Lot Thirty-Eight (38) in Block Seven (7) in White's Riverview Addition, a 500-division of the Northwest quarter (¼) of the Northwest quarter (¼) of Section Twenty-Eight (28), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal Meridian, in Cook County, Illinois,

commonly known as 1763 Linden, Des Plaines, Illinois. The parties agree that the aforesaid real estate shall be and remain entirely the property of the petitioner and that the respondent will have no responsibility for payment on the real estate mortgage or any other liens or encumbrances or for any expense for maintenance, and that the petitioner shall hold respondent harmless for any of such costs or expenses.



8. PERSONAL PROPERTY: The personal property of the parties is divided as follows:

a. The household furniture and furnishings shall be and become the property of petitioner.

b. The 1973 Chevrolet Impala 2-door sedan automobile shall be and become the property of petitioner, and petitioner shall hold respondent harmless for any expense or lien thereon.

c. The 1978 Chevrolet pick-up truck shall be and become the property of respondent and respondent shall hold petitioner harmless from any liability for the payment of any lien or loan thereon.

d. The 1979 GMC Van shall be the property of respondent and respondent shall hold petitioner harmless from any liability for any lien or loan thereon.

e. All other personal property not otherwise specified in this Agreement shall be and become the property of the party who is now in possession of said property. Personal property includes all debts, rights of action or other claims.

9. DEBTS AND OBLIGATIONS OF THE MARRIAGE: Respondent shall assume full responsibility for all debts incurred by the parties during the time of the marriage and shall hold petitioner harmless from any payment, cost or expense therewith.

10. ATTORNEY'S FEES: Respondent agrees to pay as his share of the attorney's fees of VINCENT C. LOPEZ for the services of said attorney to the petitioner herein, the total sum of \$1,500.00, payable in installments on the first day of each month in the amount of \$100.00 each installment, the first installment to be paid on September 1, 1980.

11. MUTUAL RELEASES: 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 maintenance, dower, inheritance, descent, distribution and community interest and all other right, title, claim, interest, and estate as Husband or Wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real,

3645346

# UNOFFICIAL COPY

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 expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives and assigns, grantees, and devisees for the purpose of enforcing any or all of the rights specified in and relinquished under this Agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement, or the rights of either party under this Agreement.

12. EXECUTION OF DOCUMENTS: Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge 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. If either party hereto for any reason shall fail or refuse to execute any such documents, then, this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present, and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

13. WAIVER OF ESTATE CLAIM: Each of the parties hereby waives and relinquishes all right to act as administrator or administrator with the will annexed of the estate of the other party and each of the parties hereto does further

# UNOFFICIAL COPY

relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for Letters of Administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto, respectively reserving the right to dispose by testament or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

14. INCORPORATION IN JUDGMENT FOR DISSOLUTION OF MARRIAGE: In the event either the Husband or Wife at any time hereafter obtains a Judgment for 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 directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered. The Court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of this Agreement.

15. CONSTRUCTION OF AGREEMENT: This Agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a court of competent jurisdiction at any time after entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties are residents of Illinois. The Wife filed an action for Dissolution of Marriage in Illinois and the Husband filed his appearance and answer in that action. The parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

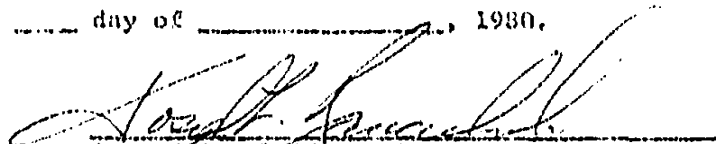
16. MODIFICATION OF AGREEMENT BY COURT: In the event any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before

3645346

# UNOFFICIAL COPY

such court shall be suspended so that the Husband and the Wife shall have an opportunity to consider said alteration, change or modification by said court, and, if necessary, renegotiate all or part of this Agreement. In any event, if any court alters, changes or modifies any portion of this Agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then the entire Agreement shall become voidable at the option of the Husband or the Wife.

IN WITNESS WHEREOF, the petitioner and respondent have hereunto set their respective hands and seals to this Agreement consisting of eight (8) typewritten pages, this page included on the \_\_\_\_\_ day of \_\_\_\_\_, 1980.

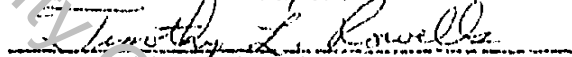
  
JOSEPH L. KARACHOWSKI


STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH L. KARACHOWSKI, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23<sup>d</sup> day of July, 1980.

Commission expires 8-8-82

  
TIMOTHY L. HOWELLS  
NOTARY PUBLIC

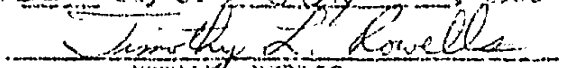
  
CAROL KARACHOWSKI

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT CAROL KARACHOWSKI, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>d</sup> day of July, 1980.

Commission expires 8-8-82

  
TIMOTHY L. HOWELLS  
NOTARY PUBLIC

3645346

# UNOFFICIAL COPY

IT IS THEREFORE ORDERED, adjudged, and decreed that:

A. Petitioner, CAROL RANACHOWSKI, and Respondent, JOSEPH RANACHOWSKI, are hereby granted a Judgment of Dissolution of Marriage, and the bonds of matrimony heretofore existing between Petitioner and Respondent are dissolved.

B. The agreement between the Petitioner and Respondent, dated July 31, 1980, and attached herein as an exhibit, is made a part of this Judgment for Dissolution of Marriage; all of the provisions of said agreement as modified by paragraphs C, D, and E, below are expressly ratified, confirmed, and approved with the same force and effect as if said provisions were set forth verbatim in the Judgment of this Court: each of the parties shall perform all of the terms of said agreement.

C. Each party is to notify the other party in writing where they and the minor children will be staying during their summer vacation with the children prior to the beginning of such vacation.

D. Respondent shall pay, as and for child support the greater of \$50.00 per week or 13 1/2 percent of his weekly net income for each child.

E. Respondent shall continue to maintain a presently existing \$30,000.00 life insurance policy on his life with United Benefit Life Insurance Company of Omaha, Nebraska, policy number 2861315. The two minor children KAREN LYNN RANACHOWSKI and DIANE MARIE RANACHOWSKI shall be listed as the irrevocable beneficiaries of this policy until they become emancipated and respondent is to exhibit documentary proof of such insurance policy and designation of beneficiaries to petitioner or her attorney within 30 days after entry of this judgment.

F. This Court retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the agreement made in writing between the parties hereto dated July 31, 1980, and incorporated herein.

APPROVED:

  
Attorney for Petitioner

VINCENT C. LOPEZ  
Attorney for Petitioner  
188 West Randolph Street  
Chicago, Illinois 60601  
(312) 236-2222

ENTER:

<b>ENTERED</b> CLERK OF THE CIRCUIT COURT AUG 19 1980 JUDGE Irving Landesman DEPUTY CLERK
---

  
Respondent, Pro-Se.

3645346

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: (773) 304-3000 FAX: (773) 304-3001  
WWW.COOKCOUNTYCLERK.COM

United States of America

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

PLEAS, before the Honorable..... Irving Landosman  
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..... 19th ..... day of..... August ..... in the year of  
our Lord, one thousand nine hundred and Eighty ..... and of the Independence of the  
United States of America, the ..... Two ..... hundred and ..... Fifth .....

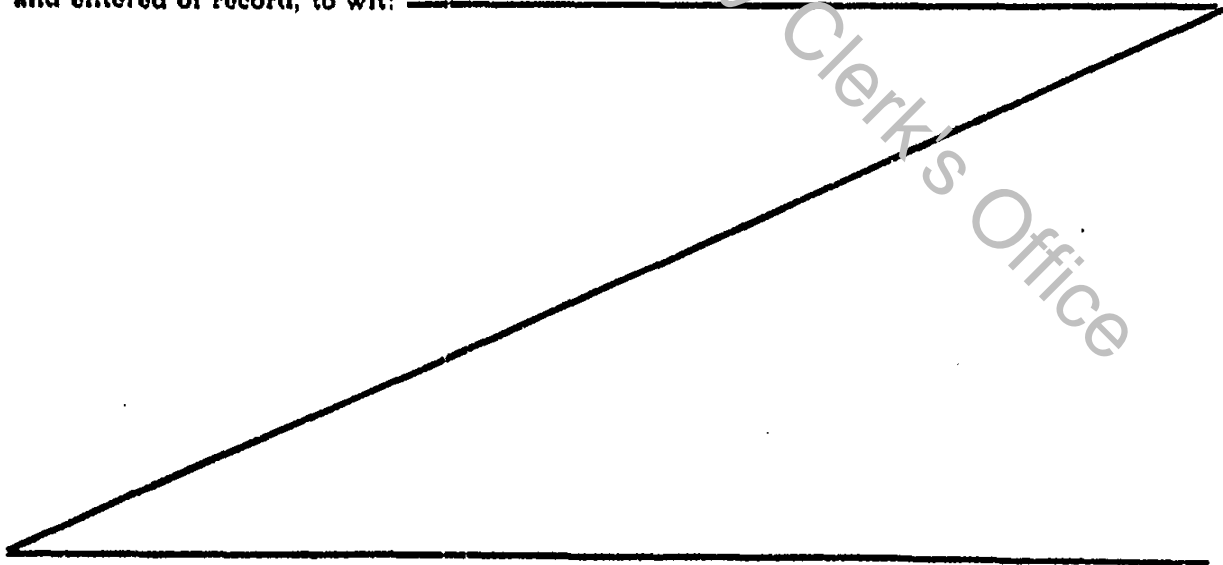
PRESENT:—The Honorable ..... Irving Landosman  
Judge of the Circuit Court of Cook County.

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..... 19, ..... day of..... August ..... 19..... 80  
the following among other proceedings were had in the Circuit Court of Cook County said  
and entered of record, to wit: \_\_\_\_\_



3645346



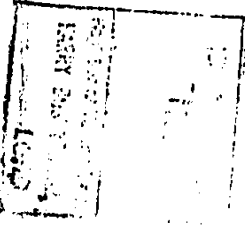
UNOFFICIAL COPY

11/10  
11 90417

3645346  
3645346

AUG 21 PM 2:35

HARRY (BUS) YONKELL  
REGISTRAR OF DEEDS



At Founde Title  
755 N Quanten Rd  
Palatine, Ill.  
60067

Property of Cook County Clerk's Office

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

August 21, 1980  
*Morgan M. Finley*  
Clerk.

the seal of said Court, at Chicago,

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

respondent ..... was .....  
petitioner ..... was .....  
CAROL RANACHOWSKI  
JOSEPH RANACHOWSKI

Chancery side thereof,  
entered of record in said court in a certain cause lately pending in said Court on the  
and foregoing to be a true, perfect and complete copy of a certain judgment made and  
State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above  
I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the

STATE OF ILLINOIS,  
County of Cook, ) ss.