

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DU PAGE )

## AFFIDAVIT RECEIPT

I, SHARON J. BUTLER, formerly known as SHARON J. AHUJA, on oath state that:

I hereby acknowledge receipt of Eighty-One Thousand Four Hundred Fifty Dollars (\$81,450.00) in hand paid, on or about February 15, 1988, pursuant to Judgment of Dissolution of Marriage entered February 4, 1988, for my interest in property commonly known as 2315 East Michael Manor Lane, Arlington Heights, Illinois, and legally described as follows:

Lot 30 in Arlington Terract Unit Number 1, a subdivision in the North East 1/4 of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the office of the Registrar of Titles, of Cook County, Illinois, on October 8, 1964, as Document Number 2176097.

Dated: February 15, 1988

03 - 21 - 209 - 003  
AAQ  
~~SHARON J. BUTLER, E/K/A~~  
SHARON J. AHUJA

SUBSCRIBED and SWORN to before me this 15th day of Feb, 1988.

Mary Kelly  
Notary Public

My commission expires:

9/24/90

"OFFICIAL SEAL"  
Mary Kelly  
Notary Public, State of Illinois  
My Commission Expires 9/24/90

88550-00 # 193

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PLACITA JUDGMENT

3587597

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

**JULI K. McNULTY**

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 said County, and State, on .....  
-FEBRUARY 4th

in the year of our Lord, one thousand nine hundred and ..... -88  
and of the Independence  
of the United States of America, the two hundredth and ..... -TWELFTH

**JULI K. McNULTY**

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

RICHARD M. DALEY, State's Attorney  
JAMES E. O'GRADY  
- RICHARD L. ELRON, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

RES-C-0852  
281 # C-0852

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

In re the Marriage of: )  
)  
SHARON J. AHUJA, )  
)  
Plaintiff, )  
)  
and ) Case No. 87 D 20792  
)  
AVINASH K. AHUJA, )  
)  
Defendant. )

## JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing before the Honorable Jill K. McNulty this 28th day of January, 1988, upon Plaintiff's verified Petition for Dissolution of Marriage and Defendant's having filed his Appearance Pro Se; the parties having stipulated that this matter be heard as a default; Plaintiff having appeared in open Court in person and by attorney; the Court having heard the testimony of Plaintiff, duly sworn and examined in open Court, and considered all other evidence offered by Plaintiff in support of her verified Petition; and the Court being fully advised in the premises, finds as follows:

1. That the Court has jurisdiction of the subject matter and the parties.
2. That Plaintiff, at the time this action was commenced, resided in the State of Illinois and that such residence was maintained for at least ninety (90) days next preceding the making of this finding.
3. That the parties were married on March 30, 1963, in India.

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4. That, as a result of this marriage, three (3) children were born to or adopted by the parties, namely, DEAN K. AHUJA, age Twenty-one (21), JANINE K. AHUJA, age Eighteen (18) and KRISTINE K. AHUJA, age Sixteen (16); that no other children were born to or adopted by the parties; and that Plaintiff is not now pregnant.

5. That Plaintiff is a fit and proper person to have the permanent care, custody, control and education of the minor child, and this would be in the best interests of the minor child.

6. That without cause or provocation by Petitioner, Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner, as is more fully set forth in the verified petition and the transcript of evidence filed in this cause.

7. That further attempts at reconciliation would be impracticable and not in the best interests of Plaintiff, Defendant and the minor child of the marriage.

8. That, after considering all of the relevant factors, the care, custody, control and education of the minor child of the parties, KRISTINE K. AHUJA, age Sixteen (16), should be awarded to Plaintiff, as this is in the best interests of said child.

9. That Defendant should pay Plaintiff the amount of \$450.00 per month for the support of the minor child, plus all reasonable medical and dental expenses.

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10. That Defendant should be awarded reasonable visitation with the minor child of the parties.

11. That Defendant should pay Plaintiff for a total period of Thirty-six (36) months for the maintenance of Plaintiff, as Plaintiff lacks sufficient property or income to provide for her reasonable needs and is unable to support herself through appropriate employment.

Defendant shall pay to Plaintiff the sum of Three Hundred (\$300.00) Dollars per month until June 15, 1988 and subsequent payments due on the same date each month.

From June 15, 1988 thru September 17, 1989 maintenance payments shall be reduced to One Hundred Fifty (\$150.00) Dollars per month, payable on the same date each month as previous payments.

From September 17, 1989 until the final 36th payment, maintenance payments shall be increased to Three Hundred (\$300.00) Dollars per month, payable on the same date each month as previous payments.

12. That the parties have voluntarily entered into a written Marital Settlement Agreement, a copy of which has been attached hereto and is incorporated herein by reference, providing for settlement of property, maintenance and other claims which arise out of the marital relationship existing between the parties and which either of them now has or may in the future have against the other; that said written Marital Settlement Agreement has been presented to this Court for its

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consideration and was admitted into evidence; and that the terms of said written Marital Settlement Agreement are fair, reasonable and equitable, and the Court approves of all of them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony between Plaintiff, SHARON J. AHUJA, and Defendant, AVINASH K. AHUJA, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Plaintiff and Defendant.

2. That the care, custody, control and education of the minor child of the parties, KRISTINE K. AHUJA, age Sixteen (16), be and are hereby awarded to Plaintiff.

3. That Defendant be and is hereby awarded reasonable visitation with the minor child of the parties.

4. That Defendant pay to Plaintiff the amounts mentioned above per month for the support of Plaintiff, for a period of Thirty-six (36) months and ending December 15, 1990.

5. That the written Marital Settlement Agreement, voluntarily entered into by the parties and attached hereto, be and is hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Court; that, by this reference, said written Marital Settlement Agreement be and is hereby made a part hereof as if each provision were set out verbatim in this paragraph; and further that Plaintiff and Defendant be and are hereby ordered to comply with each and every provision of the aforesaid written Marital Settlement Agreement.

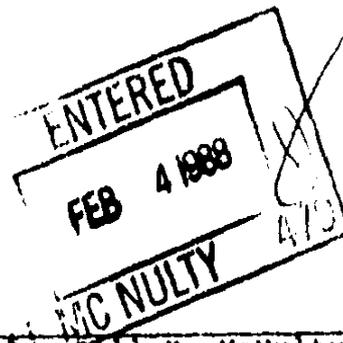
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6. That Wife's former name, BUTLER, be and is hereby reinstated.

7. That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

ENTER:



Judge Bill K. McNulty

Prepared by  
Peter Bowyer  
HYATT LEGAL SERVICES  
1240 West Dundee Road  
Buffalo Grove, IL 60089  
(312) 577-1551

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## MARITAL SETTLEMENT AGREEMENT

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between SHARON J. AHUJA ("Wife") and AVINASH K. AHUJA ("Husband") on the date indicated below.

### RECITALS

WHEREAS the parties hereto have been legally married in India on March 30, 1963; the following children have been born as issue of said marriage. DEAN K. AHUJA, born May 18, 1967. JANINE K. AHUJA, born June 7, 1969 and KRISTINE K. AHUJA, born September 17, 1971, and both parties agree that each is a fit and proper person to have custody and control of the children, and

WHEREAS, Wife has filed against Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under docket number 87 D 20792, Husband has filed his Pro Se Appearance, and this case is pending and undetermined, and

WHEREAS, Wife has employed and had the benefit of Peter Bowyer of Hyatt Legal Services as her attorney, Husband is not represented by counsel and has chosen to proceed without an attorney as his own free and voluntary act, knowing fully that Wife is so represented, and Husband acknowledges that he never, at any time, consulted with Wife's attorney regarding retaining him in these proceedings and that he is not acting in response to any statements by or conversations with Wife's attorney relative to this matter, and

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WHEREAS, irreconcilable differences have arisen between the parties making the continuation of their marital relationship impossible; and

WHEREAS, the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he or she is conversant with all 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; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves, now and forever, all matters arising out of their marriage, including, the matter of allowance for Husband and Wife, the matter of custody, support, maintenance, medical and related needs and education of the children of the parties, the rights in or to the property of the parties, the rights in or to the real or personal property of the other whether now owned or hereafter acquired, the rights growing out of their marital or any other relationship now or previously existing between the parties, the rights or claims in and to the estate of the other and all other rights of every kind, nature and description which either party now has or may hereafter have or claim to have against the other.

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife each agree.

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1. Separation. The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

2. Right to Prosecute or Defend Dissolution Action. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and to defend any action which has been or may be commenced by Wife. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and to defend any action which has been or may be commenced by Husband.

3. Custody. The care, custody, control and education of the minor child, KRISTINE K. AHUJA, shall be with Wife, referred to herein as "Custodial Parent." Husband is referred to herein as "Non-Custodial Parent." Custodial Parent shall have the right to remove said child from the jurisdiction of the Court without prior Court order or written consent of Non-Custodial Parent.

It is agreed that Custodial Parent shall have the right to establish the place of residence and domicile of herself and the minor child of the parties hereto. Custodial Parent shall keep Non-Custodial Parent informed as to the exact place where she and the minor child reside.

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4. Modification of Custody. The parties have seriously considered the aforesaid custody provisions and determined that they are in the best interests of the minor child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the child's environment or in Custodial Parent's conduct or by further order of the Court.

5. Visitation. Non-Custodial Parent shall have reasonable visitation rights with the child at all times as shall be agreed upon by the parties regardless of the child's location at any given time. Non-Custodial Parent shall give to Custodial Parent at least twenty-four (24) hours' notice of any proposed visitation.

If the parties hereto cannot agree with respect to the foregoing times of visitation, a court of competent jurisdiction shall make the determination upon proper notice and petition.

6. Reservation of Custody. Custodial Parent agrees that in the event of her death prior to the child attaining the age of eighteen (18) years, the Non-Custodial Parent shall have a prior claim to the custody of such child.

7. Child Support. Subject to the further order of the Court, Non-Custodial Parent shall pay to Custodial Parent, as and for support of the minor child of the parties, the sum of \$450.00 per month, the first payment being due on the effective date of this Agreement. Said payments for the child shall

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continue until said child shall become emancipated, married, Eighteen (18) years of age or is deceased. All support payments shall be made directly to Wife.

8. No Abatement of Child Support. The parties recognize that during extended visitation and vacation periods with Non-Custodial Parent, the cost to Custodial Parent for the child's support will be diminished. As this was contemplated when the total amount of support was determined, there shall be no abatement or diminution in child support payments at any time Non-Custodial Parent is exercising his rights to visitation, unless such visitation lasts for forty-five (45) days or more, then child support payments shall be reduced by Fifty (50%) Percent for the duration of the visitation.

9. Medical Insurance and Expenses. Non-Custodial Parent shall maintain, either through his place of employment or independently a hospitalization insurance policy covering the minor child of the parties during the period of his support obligation. Non-Custodial Parent shall further be responsible for all extraordinary medical, dental and hospital expenses required for said minor child. "Extraordinary" for the purposes of this Agreement shall be defined as any medical, dental or hospital expenses incurred on behalf of the minor child which are not covered by Non-Custodial Parent's hospital insurance and which exceed seventy five dollars (\$75.00) per month, per illness. In the event of the child's serious



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an exemption for state and federal tax purposes, provided the child support payments are current. Custodial Parent agrees to execute annual waiver form 8332 for I.R.S. purposes pursuant to the Domestic Relations Tax Reform Act of 1984.

12. Visitation and Support Independent. If Custodial Parent should for any reason fail to comply with the visitation provisions hereinbefore set forth in this Agreement, Non Custodial Parent shall not be entitled to withhold from Custodial Parent any of the amounts due hereunder for child support or otherwise. Rights of visitation and rights of allowances shall be treated as independent covenants and enforced accordingly.

13. Maintenance. Husband shall pay maintenance to Wife for a total period of Thirty six (36) monthly payments as follows.

Husband shall pay to Wife the sum of Three Hundred (\$300.00) Dollars per month until June 15, 1988, the first payment being due upon execution of this agreement and subsequent payments due on the same date each month.

From June 15, 1988 thru September 17, 1989 maintenance payments shall be reduced to One Hundred Fifty (\$150.00) Dollars per month, payable on the same date each month as previous payments.

From September 17, 1989 until the final 36th payment, maintenance payments shall be increased to Three Hundred

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(\$300.00) Dollars per month, payable on the same date each month as previous payments.

Maintenance payments shall cease upon Wife's death, remarriage or after 36 payments have been made, whichever occurs first.

14. Debts. Each party agrees to assume and pay all outstanding debts individually incurred by him or her whether such debt was incurred before the marriage, during the marriage or during any period of separation, and each agrees to indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability whatsoever arising from, or in any way connected with, such outstanding debts, except as herein otherwise agreed.

15. Real Estate. The parties are joint owners of real estate located at 2325 E. Michael Manor Lane, Arlington Heights, Illinois, and further described in Exhibit "A" attached hereto and incorporated herein by reference. Husband is to refinance the house and pay to Wife Eighty-one Thousand Four Hundred Fifty (\$81,450.00) Dollars from the proceeds by February 20, 1988. Ten Thousand (\$10,000.00) Dollars is Wife's share of Husband's IRA fund and is included in aforesaid amount. The balance of Seventy-one Thousand Four Hundred Fifty (\$71,450.00) Dollars is Wife's interest in said house.

At time of payment of said Eighty one Thousand Four Hundred Fifty (\$81,450.00) Dollars Wife shall by appropriate quitclaim

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deed, sell and convey to Husband all of her right, title and interest in and to said real estate. Upon conveyance, Husband shall assume all payments for taxes, insurance and mortgage obligations on said property and hold Wife harmless thereon.

Wife shall make the Four Hundred-Nine (\$409.00) Dollars monthly mortgage payment or Husband may deduct same from child support or maintenance payments until Wife has moved from said property. Wife shall move from said property on or before June 15, 1984 and Wife agrees to pay all utilities, phone, water and garbage collection and agrees to maintain the house and its contents in their current condition, ordinary wear and tear excepted.

16. Household Goods. Except as otherwise expressly agreed in writing, Husband and wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other.

17. Automobiles. Wife shall obtain or retain title and exclusive use of the 1984 Buick and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Wife shall hold Husband harmless thereon. The parties shall execute title transfer documents, if necessary, accordingly.

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18. Bank Accounts - Not Jointly Held. The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

19. IRA. The IRA's shall become the sole property of the Husband at such time as he pays to Wife the amount of Ten Thousand (\$10,000.00) Dollars from the proceeds of the refinancing by February 20, 1988, free and clear from any claim of the Wife.

20. Joint Tax Return. The parties agree to cooperate fully in the execution of city, state and federal joint income tax returns for the year 1987 and further to share equally in any refund arising thereunder. Husband shall pay any tax liability due.

21. Presentation to Court. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in dissolution of marriage with the request that it be adjudicated to be fair, just and proper and that it be adopted as a part of the order of said court in the final decree entered in said proceeding.

22. Effective Date. This Agreement shall be effective upon the entry and recording of a Judgment or Decree for Dissolution of Marriage in the proceeding of which this is a part.

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In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

It is agreed by and between the parties hereto that entry of a Judgment or Decree for Dissolution of Marriage in the proceeding referred to herein shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment or Decree for Dissolution of Marriage entered herein, except for the terms and conditions concerning the support custody or visitation with the minor children of the parties.

23. Insurance Policies. Unless and except as otherwise provided herein, each of the parties agrees that the other, after execution of this Agreement, shall have the right to make any changes in his or her respective insurance policies, including, but not limited to, changing his or her beneficiary, increasing or decreasing the coverage amount or canceling such policies.

24. Non Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

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shall pay and be responsible for his or her respective attorney fees incurred after execution of this Agreement and in connection with this proceeding.

26. Division of Other Property. Except as set forth herein, the parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

27. Modification of This Agreement. This Agreement may not be altered, changed or modified except in a writing signed by each of the parties.

28. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.

29. Enforcement Expenses. If either Husband or Wife defaults in the performance of any of the terms, provisions or obligations herein set forth and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.

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30. Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.

31. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements forms conveyances or other documents and shall perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Auditor County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy hereof in lieu of the document regularly required for the conveyance or transfer.

32. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances

33. Release. Each party does hereby release and discharge the other from all other claims rights and duties arising out

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of said marital relationship, and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance of year's support, right to remain in the mansion house, all rights and claims as widow, widower, heir, distributee, survivor, or next of kin and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

34. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

35. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

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IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated.

WITNESSES to Husband's signature.

[Signature]

[Signature]  
AVINASH K. AHUJA

\_\_\_\_\_

Date Jan 8, 1988

STATE OF ILLINOIS            )  
  )  SS.  
COUNTY OF COOK            )

Before me, a Notary Public in and for the county and state aforesaid, personally appeared AVINASH K. AHUJA, known to me to be the same person who executed the foregoing instrument, and 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 8th day of January, 1988.

[Signature]  
Notary Public

My commission expires.  
January 5, 1991



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## Exhibit "A"

Lot Thirty (30) in Arlington Terrace Unit No. 1, A Subdivision in the North East Quarter (1/4) of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 8, 1964, as Document 2176097.

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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:**

.....  
.....  
.....  
.....  
.....

2687587

In a certain cause lately pending in said Court, between .....

SHARON J. AHUJA ..... plaintiff/petitioner

and AVINASH K. AHUJA ..... defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 5th

day of FEBRUARY 19 88

*Morgan M. Finley* Clerk

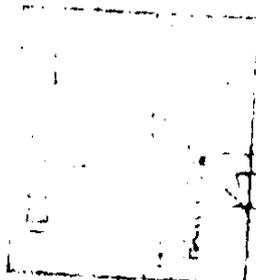
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*[Signature]*

Order #