

# UNOFFICIAL COPY

0 3 7 0 2 5 2 6

*Janice*  
TO THE REGISTRAR OF TITLES  
Cook County, Illinois

Re: JUDGMENT OF DISSOLUTION OF MARRIAGE ENTERED  
IN NO. 87 D 09940

This is to acknowledge that I, JANICE L. SMALLING, formerly known as  
JANICE L. KUCABA, have been paid \$5,300.00 for conveying my interest to the  
real estate reflected in Certificate No. 1373766, Volume 2752-2, Page 384.  
This payment is in compliance with, and satisfaction of, Paragraph E in the  
Marital Settlement Agreement incorporated into the Judgment of Dissolution of  
Marriage.

*Janice L. Smalling*  
\_\_\_\_\_  
Janice L. Smalling

4711 Yackley  
Lisle, Illinois 60532

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

0 0 7 0 0 0 2 0

PLACITA # JUDGMENT

(10-84) CCRCH-6

3702626

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

HOWARD KAUFMAN.

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 ..... August 13,  
in the year of our Lord, one thousand nine hundred and ..... 87 ..... and of the Independence  
of the United States of America, the two hundredth and ..... twelfth

PRESENT: - The Honorable ..... HOWARD KAUFMAN, .....  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney  
JAMES E. O'GRADY  
~~RICHARD M. DALEY~~, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Property of Cook County Clerk's Office

3702626

*Receipt at 11:30 AM*  
*W. J. ...*  
*1/1/87*  
*PKZ*  
*Send to Revenue Manager Name*  
*John ...*

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 )  
 )  
MICHAEL J. KUCABA, )  
 )  
Petitioner )  
 )  
and )  
 )  
JANICE L. KUCABA, )  
 )  
Respondent )

No. 87 D 09940

JUDGMENT OF  
DISSOLUTION OF MARRIAGE

This day came again the Petitioner, MICHAEL J. KUCABA, by his attorney, JOSEPH CHRISTOPHER BALICH, for hearing on the Petition for Dissolution of Marriage of the Petitioner, and upon the Response thereof of the Respondent, JANICE L. KUCABA, and the parties having stipulated that the Petition for Dissolution of Marriage be heard as a default, and the Petitioner having testified in open Court in support of the allegations contained in his 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 more than one (1) year next preceding the making of the findings.

3702626

10455 #

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
) ss. )  
) COUNTY OF COOK )

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

In the presence of  
MICHAEL J. KAGAN,  
Petitioner  
vs.  
JANICE M. KAGAN,  
Respondent

Case No. 10455

### DECREE OF DISSOLUTION OF MARRIAGE

This day came before the Petitioner, MICHAEL J. KAGAN, by his attorney,  
JOSEPH ERIC JONES, Esq., for hearing on the Petition for Dissolution of Marriage  
of the Petitioner, and upon the answer thereof of the Respondent, JANICE M.  
KAGAN, and the parties having stipulated that the Petition for Dissolution of  
Marriage be heard as a default, and the Petitioner having recited in open Court  
in support of the allegations contained in his Petition for Dissolution of Marriage;  
and the Court having considered all the evidence and now being fully advised in  
the premises, IT IS ORDERED that:  
1. This Court has jurisdiction of the parties hereto and of the subject  
matter hereof.  
2. 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 more than one (1) year next preceding the  
making of the finding.

3305888

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

7 0 2 5 2 6

C. The parties were married on July 7, 1977, and said marriage was registered at Las Vegas, Nevada.

D. No children were born to nor adopted by the parties, and the Respondent is not now pregnant.

E. That the parties have lived separate and apart for a continuous period of not less than 6 months without coitus or procreation by the Petitioner.

F. That the Petitioner brings with the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence that irreconcilable differences have caused an irretrievable breakdown of the marriage and that efforts at reconciliation have failed and future attempts at reconciliation would be impracticable. That a written stipulation by both parties waiving the statutory requirement of living separate and apart for a continuous period is exempt of being so filed as required to the Clerk of the Court in accordance with the provisions of Chapter 47, Paragraph 401 (b) (2) of the Illinois Compiled Statutes, and that because of the foregoing a Judgment for Dissolution of Marriage should be entered herein.

G. That the parties hereto have entered into a Marital Settlement Agreement dated June 5, 1977, covering the conditions of maintenance of the Petitioner and Respondent, the respective 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:

3702626

# UNOFFICIAL COPY

use certain line items (101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000)

Approved: \_\_\_\_\_

and has, reading and re-reading, approved the same and is hereby

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

330SPSE

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

0 3 7 0 2 6 2 6

"In re the Marriage of MICHAEL J. KUCABA, Petitioner, and JANICE L. KUCABA, Respondent" and that case remains pending and undetermined.

5. The parties hereto consider it to their best interests to settle between themselves the questions of the maintenance of the Wife and Husband, the respective 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 or disposition of all marital and nonmarital property, and to settle all 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, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

6. The Husband has employed and had the benefit of counsel of JOSEPH CHRISTOPHER BALICH, as his attorney. The Wife has not employed counsel and represents herself in this case. 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.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings 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 agree as follows:



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

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

C. Wife agrees to waive all claims and all rights she may have to maintenance from Husband, either past, present or future.

Husband agrees to waive all claims and all rights he may have to maintenance from Wife, either past, present or future.

D. Wife is to retain sole ownership of the 1986 Camaro now registered in her own name, free from any claim of ownership by Husband. Wife will be solely responsible for monies due GMAC on this motor vehicle.

Husband is to retain sole ownership of the 1982 Chevrolet Cavalier now registered in his own name, free from any claim of ownership by Wife.

Wife has heretofore transferred her ownership in the 1973 Opel to Husband and Husband's ownership in the 1973 Opel is free from any claim of ownership by Wife.

E. Husband and Wife, as joint tenants, own the marital home which is commonly known as 409 North Rust Trail, Willow Springs, Illinois 60480, and is legally described as:

A Tract of land comprising part of Lot Three (3), said Tract being described as: Beginning at the Northeasterly corner of said Lot Three (3) and running thence Southwesterly along the Northwesterly line of said Lot, a distance of 145 feet 9 inches; thence Southeasterly, a distance of 226 feet 5 inches to the Southeasterly corner of said Lot; thence Northwesterly along the Northeasterly line of said Lot 3, a distance of 200 feet to the point of

3702626

# UNOFFICIAL COPY

0 3 7 0 2 6 2 6

beginning, in Block Five (5) in Dinoff's Forest View, being a Subdivision of all that part of the West Half (1/2) of Section 27, lying Southeasterly of the Chicago and Alton Railroad and Westerly of LaGrange Road, together with all that part of the Northwest Quarter (1/4) of Section 34, and all of that part of the Northeast Quarter (1/4) of Section 33, all in Township 38 North, Range 12, East of the Third Principal Meridian, except those portions thereof taken for highway purposes, as described in Trust Agreement dated February 27, 1946, and known as Trust Number 1, and recorded in the Torrens Office of the Registrar of Titles as Document Number 1089545 in Volume 885-B, Page 216, in Cook County, Illinois, on March 19, 1946.

Husband and Wife agree that upon the payment of \$5,300.00 by Husband to Wife, a Quit Claim Deed conveying Wife's one-half ownership in the marital home to the Husband will be executed by Wife and delivered to Husband simultaneously with the delivery of said \$5,300.00, which will occur no later than 10 days after the entry of a Judgment for Dissolution of Marriage.

It is understood by Husband and Wife that the payment of \$5,300.00 to Wife by Husband does not constitute the sole value of an undivided one-half interest in the real estate referred to hereinabove but is a resolution of all money matters existing between Husband and Wife.

Husband and Wife acknowledge that the marital home is encumbered with a mortgage dated January 30, 1987, which mortgage was made by Husband and Wife with Coldwell Banker Residential Mortgage Services, Inc., to secure a note for \$50,000.00. Husband and Wife acknowledge that the present balance on said indebtedness is slightly less than \$50,000.00.

Husband agrees that all mortgage payments due after date of this agreement on the marital home will be paid by Husband without any contribution from Wife. Furthermore, all repairs that need to be made, and all sums due for real estate taxes, insurance, utility bills and all other expenses incurred for the marital home will be the sole responsibility of Husband. Husband will indemnify and hold harmless Wife

# UNOFFICIAL COPY

0 3 7 0 2 6 2 6

from all the aforesaid obligations as to the marital home.

Upon payment of the aforesaid \$5,300.00, Wife will immediately vacate the room occupied by Wife, at which time Wife will remove her personal property as set forth in Paragraph G.

F. Husband shall have as his own personal property, free of any claims of ownership by Wife, all of the following personal property: Sofa, 19" Quasar TV, RCA V.C.R., Antique buffet; complete stereo system, refrigerator, stove, washer/dryer (which was purchased with Sears Roebuck Charge Card and Husband will assume the unpaid balance for said Washer/Dryer), kitchen set, Zima bedroom set complete, Sears Touch-on lamps, weights and bench, baker's rack, mirror in bedroom, brass lamp, rubber plant, all other electric fans.

G. Wife shall have as her own and separate property, free of any claims of ownership by Husband, all of the following personal property: 26" Sylvania color TV, Sears Microwave oven (or in the alternative, Husband will deliver a new microwave oven to Wife, or cash for the purchase of a new Sears microwave oven), hand mixer, toaster, Mr. Coffee, blender, set of dishes and matching cookware, rocker, drop table, exercise bicycle, 10" color TV, Walkman, FM stereo Panasonic headset, antique bedroom set (walnut) and walnut vanity and bench, Brass queen size bed, sewing machine, typewriter, Baker end tables and round coffee tables, shop vac, bamboo chair, mirror in hall, all other plants, two dogs, small oscillating fan.

H. Wife shall have as her own and separate property, free and clear of any claims by Husband, all of the monies, savings accounts including Account #1020000564-2 at First Savings and Loan Association, checking accounts, life insurance policies,

# UNOFFICIAL COPY

0 3 7 0 2 6 2 6

shares of stock in Campbell Soup, profit sharing plan and pension plan now in her possession, plus the personal property referred to in Paragraph G.

Husband shall have as his own and separate property, free and clear of any claims by Wife, all of the monies, savings accounts, checking accounts, life insurance policies, IRA 401 (k) and CCA at Minnesota Mining and Manufacturing Company, and shares of stock in Minnesota Mining and Manufacturing Company now in his possession, plus the personal property referred to in Paragraph F.

I. Husband agrees to pay Joseph Christopher Balich his attorney's fees and costs incurred in this matter without any contribution by Wife.

J. Husband will receive as his own, all the monies in the checking account at Lyons Federal Trust which is a joint tenancy account #43066 after the entry of a Judgment for Dissolution of Marriage, and Wife will cooperate in the removal of her name and ownership as to said checking account.

Wife shall retain all monies in the Credit Union where Wife works, and all monies in any savings account at Lisle Savings and Loan Association, free of any claim by Husband. Husband will cooperate in the removal of his name and ownership as to said accounts.

K. Husband and Wife have credit cards jointly, with Visa and Mastercard through Security Bank of Monroe, Michigan, Sears Roebuck and Company, Wickes Furniture, Marshall Field & Company, Carson Pirie Scott & Company and Visa at Valley National Bank, California. Wife will cooperate in the removal of her name from Visa and Mastercard through Security Bank of Monroe, Michigan, Sears Roebuck and Company and Wickes Furniture. Husband will cooperate in the removal of his name from Marshall Field & Company, Carson Pirie Scott and Company and Visa at Valley National Bank, California.

# UNOFFICIAL COPY

0 3 7 0 2 5 2 6

L. Husband will assign to Wife all ownership that he has in United States of America Savings Bonds No. 1.224056225 EE (\$50.00 maturity value) and No. C109111932 EE (\$100.00 maturity value).

M. Husband and Wife each release unto the other any and all rights, claims, liens or charges in, to or upon all property of the other, and each of them does renounce, quit claim and convey unto the other any right, title or interest to the property that may hereafter be acquired by the other; and mutually agree that upon the death of either of them, the property, real, personal or mixed, then owned by the deceased shall pass by his or her will or by the laws of descent, as the case may be, free from any and all rights, dower or claims of the surviving party hereto, as if the parties hereto were, at such time, unmarried.

N. Except as otherwise provided in this agreement, each of the parties hereto agrees that each such party shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or control upon the date of this agreement, including in said property, but not limited by, all choses in action, bank balances, interests in trust, contract rights, causes of action as to third parties, letters of credit, interests in insurance policies, tax shelters, licenses, patents, copyrights, security interests, interests in crops and mineral rights, chattels, pension, profit sharing, retirement and disability benefit rights, and all other property, both real and personal, together with any liabilities associated therewith.

# UNOFFICIAL COPY

0 3 7 0 2 6 2 6

O. If there is any property, real, personal or mixed, which is unknown or overlooked by the parties to this agreement, or is otherwise not disposed of by virtue of this agreement, and title to same is held in joint tenancy, tenancy in common or some other form of co-ownership, then at the written request of either party after discovery of same, said property shall be sold and the net proceeds received therefrom shall be divided equally between the parties.

P. Each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinafter provided, and thereafter, at any time from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose 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.

That the Court, on entry of a Judgment of Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Marital Settlement Agreement.

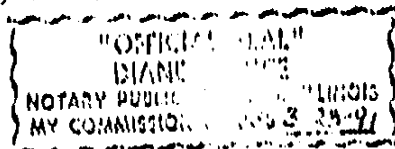
IN WITNESS WHEREOF, Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

*Michael J. Kucaba*  
Michael J. Kucaba

*Janice L. Kucaba*  
Janice L. Kucaba

Subscribed and sworn to before me  
this 5<sup>th</sup> day of June, 1987.

*Robert L. Rice*  
Notary Public



3702626

# UNOFFICIAL COPY

7 0 9 2 6

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, MICHAEL J. KUCABA and the Respondent JANICE L. KUCABA, are hereby dissolved.

2. The Marital Settlement Agreement between the Petitioner and the Respondent dated June 5, 1987, and hereinabove set forth in full, is made a part of this Judgment for 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.

3. 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.

4. 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.

# UNOFFICIAL COPY

ON MOTION OF SAID ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED AND

ADJUDGED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage, and

the loads of responsibility existing between the Petitioner, MICHAEL J. KUBANA and the

Respondent JACQUELINE M. KUBANA, are hereby dissolved.

2. The Mutual Settlement Agreement between the Petitioner and the

Respondent dated June 2, 1987, and hereinafter set forth in full, is made a part

of this Judgment for 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 Judgment set forth verbatim as the Judgment of this Court; each of the

parties hereto shall perform under the terms of said agreement.

3. Each of the parties hereto will properly, upon demand by the other

party, execute and deliver to such other party, and all documents that may be

necessary to effectuate and fulfill the terms of this Judgment.

4. All real, personal, movable or immovable property 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

name and whatsoever situated, including, but not limited by husband, succession

and interests, including out of the marital relationship or any other relationship

existing between the parties hereto, except as expressly set forth in the foregoing

agreement, is forever barred and terminated.

3305858

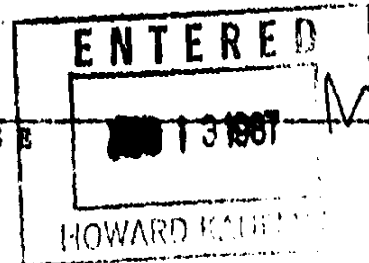


# UNOFFICIAL COPY

5. That the Respondent shall have the right to resume her maiden name of JANICE L. SMALLING.

5. This Court expressly 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 Marital Settlement Agreement made in writing between the parties hereto dated June 5, 1987 as hereinabove set forth.

ENTER:



J U D G E

DATED: \_\_\_\_\_

APPROVED:

We hereby consent to the foregoing Judgment for Dissolution of Marriage and waive all rights of appeal therefrom.

Michael J. Kucaba  
Michael J. Kucaba

Janice L. Kucaba  
Janice L. Kucaba

# UNOFFICIAL COPY

That the Respondent shall have the right to resume her maiden name

of JARICE L. SMITHING.

This Court expressly 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 Marital Settlement Agreement made in writing between

the parties hereto dated June 5, 1987 as heretofore set forth.

ENTERED

ENTERED

M 13 1987

DATE:

APPROVED:

We hereby consent to the foregoing Judgment for Dissolution of Marriage

and waive all rights of appeal therefrom.

Richard J. Knapp

Jarice L. Knapp

3305PSE



UNOFFICIAL COPY

Property of Cook County Clerk's Office

3702626  
3702626

1873766  
VIN

3702626  
3702626

1982 APR 25 AM 9 35  
HARRY (BUS) YOURSELF  
REGISTERED OF TITLE

IDENTIFIED No.	Register of Titles Title HARRY 'BUS' YOURSELF KELLY
-------------------	---

L.C. Balich  
7336 West 63rd Street  
Chicago, Illinois 60651