

DR LOAN NO. 01-29320-11

This instrument was prepared by:
Helena Durbak
Hoyne Savings and Loan Association
4786 N. Milwaukee Avenue
Chicago, IL 60630

Box 297

NOTE IDENTIFIED

MORTGAGE

This Mortgage ("Security Instrument") is given on July 22, 1988. The mortgage is KURIAN M. KURIAN and LEE LAMMA KURIAN, his wife ("Borrower"). This Security Instrument is given to Hoyne Savings and Loan Association, which is organized and existing under the laws of The State of Illinois, and whose address is 4786 N. Milwaukee Ave., Chicago ILL 60630 ("Lender"). Borrower owes lender the principal sum of EIGHTY THOUSAND AND NO/100ths Dollars (U.S. \$80,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot Four (4)
In Block Three (3), in Fredrickson's and Sundberg's Subdivision of part of the West Half (1/2) of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section 20, Township 41 North, Range 13, 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, 1958, as Document Number 1821869.

REAL ESTATE TAX INDEX NO. 10-20-428-009
which has the address of 5713 Keeney, Morton Grove, Illinois 60053 ("Property Address")

TOGETHER WITH all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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HOYNE Savings and Loan Association



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HARRY (BUS) YOUSEL
REGISTRAR
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SAFE SINCE 1947
Member, Federal Savings and Loan Insurance Corporation
Federal Home Loan Bank Board

Notary Public

STATE OF ILLINOIS
COUNTY OF COOK
SS
I, THEODORE C. WIEBMAN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KURTAN M. KURIAN and LEBLANCA KURIAN, his wife, personally known to me to be the same person, whose name is _____ they are _____ submitted to the foregoing instrument, signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D. 1988

(Seal) _____
Borrower
(Seal) _____
Borrower

NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraphs 15 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay recordation costs. Together with a release fee.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of the Security Instrument. (Check applicable box(es))
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Graduated Payment Rider
 Other(s) [Specify]
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach in priority over this Security Instrument; and (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimate of future escrow items.

The Funds shall be held in an institution (the depository or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such a institution). Lender shall apply the Funds to pay the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Taxes; Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach in priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, proceeds shall be applied to the sums secured by this Security Instrument. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Lawrance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Lender's lien on the Property shall be paid to other lienholders, the amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I. D. 15722

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

IN RE: THE MARRIAGE OF)
)
RADEGUNDA BUDZIK)
Petitioner) NO 88D02877
and)
)
John P. Budzik)
Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on Petition for Dissolution of Marriage of the Petitioner, RADEGUNDA BUDZIK, in her own proper person and by her attorney BARTLEY F. GOLDBERG, and the Respondent, JOHN P. BUDZIK, by his entry of an Appearance previously filed herein, and this cause coming on for Petition for Dissolution of Marriage and the Petitioner having appeared in open Court and by her attorney, and the Respondent appearing not, and the Court have considered all the evidence and now being fully advised in the premises:

FINDS

- A. That the Court has jurisdiction of the parties hereto and the subject matter herein;
- B. That the Petitioner, RADEGUNDA BUDZIK, was domiciled and residing in the County of Cook, State of Illinois, at the time this action was commenced and has maintained a domicile residence for at least ninety (90) days prior to the making of these findings;
- C. That the Respondent appeared in open court after filing a prose Appearance and Answer;
- D. That the parties were married on the 16th day of June, 1973 in Chicago, Illinois, and said marriage was registered in Cook County, Illinois;

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E. That one child was born to the parties as a result of the marriage: Awanda Budzik, age 12. That no children were adopted by the parties and the Petitioner is not now pregnant;

F. That the parties have been separated for a period in excess of six months, and that each has waived the applicable two year statutory waiting period;

G. That the parties have been separated since May of 1986, and that irreconcilable differences have arisen between the parties and that past attempts at reconciliation have been unsuccessful, and that further attempts at reconciliation are impractical and not in the best interests of the parties;

H. That the parties agreed in open court, that until such time that they should otherwise agree, Respondent shall provide health and hospitalization insurance for Awanda Budzik during the pendency of her minority, except that Petitioner shall undertake such obligation during any time that she is employed and Respondent is unemployed;

I. That the Petitioner has proven all her allegations contained in the Petition for Dissolution of Marriage by substantial, competent and relevant evidence and that the Judgment for Dissolution of Marriage should be entered herein;

J. That as a result of the current financial situation of Respondent, the determination of the Respondent's obligation of support and maintenance is reserved until a later time;

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K. That the parties have entered into a Marital Settlement Agreement concerning the respective rights of each party to and in the property, the income and estate which either of them now owns or may hereinafter acquire, including a division of all marital and nonmarital property, and other matters, which Agreement has been presented to the Court for its consideration. Said Agreement provides for a mutual waiver of maintenance, and that the Petitioner shall be awarded the sole care, custody and control of the minor child, Amanda Budzik. The Court finds that this Agreement was entered into freely and voluntarily between the parties hereto and that it is not unconscionable and that said Agreement ought to and does receive the approval of the Court. Said Agreement is in words and figures as follows:

SEE ATTACHED MARITAL AGREEMENT

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ORDER

On Motion of the Attorney for the Petitioner and pursuant to statute,
IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. That the parties hereto are awarded a Judgment for Dissolution of Marriage and that the bonds of matrimony existing between the Petitioner, RADEGUNA SUDZIK, and the Respondent, JOHN P. BUDZIK, are hereby dissolved and each are free from the bonds thereof.

2. That the Marital Settlement Agreement between the Petitioner and the Respondent hereinafore 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 full force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment Order of this Court. Each of the parties hereto shall perform all the terms and conditions of said Agreement applied to him and/or her.

3. That each of the parties hereto shall 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 Agreement and any agreement contained herein, and in particular to take all steps necessary to perfect a Torrens filing of the property that is being transferred pursuant to Article III of the Marital Settlement Agreement.

4. That except as herein provided and reserved, any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in or to the property of the other, whether real, personal or mixed, of whatever kind, is hereby forever barred and terminated.

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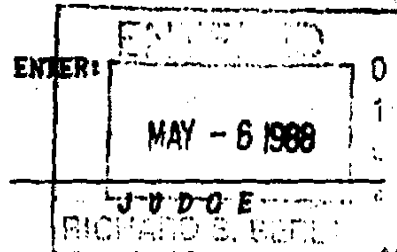
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5. That the sole care, custody, and control of the minor child, Amanda Budzik, is awarded to Petitioner, and that the Court shall retain jurisdiction to determine Respondent's support and maintenance obligation to the child.

6. 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 between the parties hereinabove set forth.



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Bartley F. Goldberg
Attorney for Petitioner
2551 N. Clark Street, #505
Chicago, IL 60614
312/975-0143
Attorney I.D. 15722

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MARITAL SETTLEMENT AGREEMENT

This Agreement is made and entered into at Cook County, Illinois on the undersigned date, by and between RADEGUNDA BUDZIK (hereinafter referred to as "Wife") and JOHN P. BUDZIK (hereinafter referred to as "HUSBAND").

WHEREAS, the parties were lawfully married at Chicago, Illinois, on June 16, 1973; and

WHEREAS, one child was born to the parties as a result of the marriage: Amanda Budzik, born December 13, 1975, age 12, and that the child has continuously resided with the Wife; and

WHEREAS, no children were adopted by the parties during the marriage, and that the Wife is not now pregnant; and

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties, as a result of which they separated in May, 1986, and they now live separate and apart from each other; and

WHEREAS, Wife has filed against Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, entitled In Re: The Marriage of RADEGUNDA BUDZIK, Petitioner and JOHN P. BUDZIK, Respondent, and that case remains pending and undetermined; and

WHEREAS, the parties consider it to be in their best interests to settle between themselves, now and forever, their respective rights of property, dower rights, homestead rights, rights to maintenance and support, and any and all other rights of property otherwise growing out of the marriage relationship existing between them and which either of them now has, or may

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hereinafter have claim against the other, and all rights of any kind, nature and description which either of them has now or may hereinafter claim to have, in any property of whatever nature now owned by either of them; and

WHEREAS, each party has made full disclosure to the other of all properties owned by each of them and the income derived therefrom and from all other sources, and that each has been fully advised as to their rights in relation thereto; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free will, and absent of any duress or coercion and with full knowledge of each and every provision contained in the Agreement and the consequences thereof; and each party states that this Agreement is only to be effective in the event the Court sees fit to grant a Judgment for Dissolution of Marriage to the parties in the case entitled "IN RE THE MARRIAGE OF RADEGUNDA BUDZIK AND JOHN P. BUDZIK.

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

ARTICLE I

Custody of Child

1. Wife and Husband agree that each is a fit and proper person to have the custody of their child, Amanda Budzik, but have decided that the sole care, custody, control and education of the child shall be with Wife.

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2. Both Wife and Husband will use their best efforts to foster the respect, love and affection of the child towards each parent and shall cooperate fully in implementing a relationship with the child that will give the child the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing reasonable visitation and vacation programs to accommodate the social and school commitments of the child.

3. Both Wife and Husband shall keep each other informed as to the exact place where each of them resides, the phone numbers of their residences, the addresses of their places of employment, the phone numbers of their places of employment and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a phone number where he or she can be reached.

4. Wife shall advise Husband of any serious illness or injury suffered by the child as soon as possible after learning of same. Wife shall direct all doctors involved in the care and treatment of the child to give Husband all information regarding any illness or injury if Husband requests same.

5. Wife shall advise Husband of which elementary and high schools the child will attend. Wife shall have the right to make any final decision with respect thereto.

6. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interest of the child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the environment in which the child is being raised or in the conduct

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of the custodial parent which would seriously endanger the child's physical, mental, moral or emotional health.

ARTICLE II

Child Support

Wife states that it is her intention to support their child, Amanda Budzik, out of her own funds, and as a result Wife shall request that the Court not award child support. Both parties state that they understand that the requested waiver of child support is discretionary with the Court, and that this property Settlement Agreement is not contingent upon the Court ordering the requested result concerning child support. The parties also state that should the relative economic situation of either Wife or Husband materially change, or should the needs of their daughter materially increase, then Wife will petition the Court for child support. Furthermore, both parties state that it is their desire for their daughter to be comfortably provided for, and that both parties understand that Wife shall at all times have the right to petition the Court for child support.

ARTICLE III

Real Estate

The parties marital residence at 3348 N. Albany, Chicago, Illinois 60618, shall be Wife's sole and separate property. Husband shall execute a quit claim deed conveying all of his interest in said property to Wife. A copy of this deed is included as Exhibit "A" to this document. The original of the deed will be held by Wife's attorney, who have it recorded only after a dissolution of the parties marriage is granted.

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Wife shall be responsible for the payment of the mortgage currently placed against the premises with Fairfield Savings & Loan, as well as all taxes, insurance, and other expenses related to the home.

ARTICLE IV

Personal Property

1. Husband shall retain as his sole and separate property, free and clear of any interests by the Wife, the personal property and personal effects now in his possession and control in his residence at 1003 N. Winchester, Chicago, Illinois.

2. Wife shall retain as her sole and separate property, free and clear of any interests by the Husband, any and all of the personal property and personal effects now in her residence at 3348 N. Albany, Chicago, Illinois, including all of the furniture and appliances.

3. The parties have no joint bank accounts and each party shall retain possession of the accounts in their own names.

ARTICLE V

Savings Bonds

The Wife and Husband agree that the United States Series EE savings bonds that were acquired by them during the marriage, in three purchases, in the approximate amount of \$1,100.00 each, shall be distributed as follows: twenty-one (21) bonds in the amount of \$50.00 each to their child, Amanda Budzik; twenty-three (23) in the amount of \$50.00 each to Wife; and the remainder of the bonds to Husband. The parties shall take immediate steps to conclude the transfer of the bonds.

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ARTICLE VI

Automobile

Husband shall retain as his sole and separate property his Riviera model automobile.

ARTICLE VII

Debts

Husband shall be responsible for all charge card debts incurred by the parties prior to the date of this agreement. Each party shall be responsible for any debts that they entered into solely on their own behalf.

ARTICLE VIII

Waiver of Maintenance

1. Husband hereby waives and relinquishes his right to ever claim maintenance, past, present or future, from Wife and he is barred therefrom.

2. Wife hereby waives and relinquishes her right to ever claim maintenance, past, present or future, from the husband and she is hereby barred therefrom.

ARTICLE VI

Execution of Documents and Mutual Releases

1. This Agreement shall be construed under the laws of the State of Illinois.

2. Each of the parties agrees that each will execute any and all instruments and documents reasonably necessary to effectuate their property rights herein, the intention of the parties being that this settlement provided for shall constitute the complete adjustment of property rights between the parties.

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3. The provisions of this Agreement contains the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressed herein have been made by either party to the other party.

4. Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights to maintenance, dower, homestead, and all other property rights and claims which he or she may have as husband, wife, widow, widower, or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of the United States of America or any other country. Each of the parties hereto further covenants and agrees for himself and herself, and his or her heirs, executors, administrators, or assigns, that he or she will not ever, at any time hereafter, sue the other party or his or her executors, administrators or assigns for the purpose of enforcing any of the rights specified herein or relinquished under this paragraph.

5. In the event a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter, this Agreement and all of its provisions shall be set forth and incorporated in any such Judgment, but in no event shall this Agreement be effective or of any validity unless or until a Judgment for Dissolution of Marriage is entered in an action brought by the Petition referred to above. Upon entry of said Judgment, this Agreement will also be subject to enforcement by either party as in the case of any other contract or agreement. In no event shall this Agreement or its terms be merged into such Judgment for Dissolution of Marriage, but the same shall have independent legal significance without the ambit of said Judgment notwithstanding the

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incorporation of this Agreement in said Judgment. The parties agree that the Circuit Court of Cook County shall retain jurisdiction of the matters herein set forth.

Signed and sealed this ____ of December, 1987.

Radegunda S. Budzik
RADEGUNDA BUDZIK

Subscribed and Sworn to before me
this ____ day of December, 1987.

Matthew J. Goldberg
Notary Public

Signed and sealed this ____ of December, 1987.

John P. Budzik
JOHN P. BUDZIK

Subscribed and Sworn to before me
this 8 day of ~~December~~ ^{January}, 1987.

Matthew J. Goldberg
Notary Public

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The aforesaid Martial Settlement Agreement entered into between Radegunda Budzik and John P. Budzik, dated December __, 1987, has been negotiated and prepared by Bartley F. Goldberg, attorney for Radegunda Budzik who advised and informed John P. Budzik that the attorney acted solely as counsel for Radegunda Budzik, and does not advise or represent John P. Budzik in this settlement. Bartley F. Goldberg has advised John P. Budzik to secure counsel to represent him in this matter, but John P. Budzik has refused to do so. John P. Budzik has carefully read this agreement, fully understands its terms and willingly signs it.

John P. Budzik
John P. Budzik

Subscribed and Sworn to before

this 8 day of ~~December~~ ^{January}, ~~1987~~ ¹⁹⁸⁸.

Bartley F. Goldberg
Notary Public

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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:

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

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in a certain cause lately pending in said Court, between

RADEGUNDA BUDZIK plaintiff/petitioner

and JOHN P. BUDZIK defendant/respondent.

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

the seal of said Court, in said County, this 11th

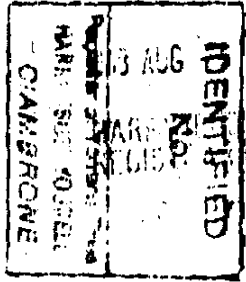
day of July, 1988.

Morgan M. Finley Clerk

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NID



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Boyd Goldberg
2551 N Clark
#505
Chicago, IL 60614

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