PLACITA JUDGMENT (10-84) CCDCH-6

UNITED STATES OF AMERICA

3825926

STATE OF ILLINOIS,
COUNTY OF COOK } ss.

HERBERT R. FRIEDLUND

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 ....November 16,.... in the year of our Lord, one thousand nine hundred and ....84.... and of the Independence of the United States of America, the two hundredth and ....ninth....

PRESENT: - The Honorable ....HERBERT R. FRIEDLUND....
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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

COPY

IN RE THE MARRIAGE OF:	)	
VONNIE MAE ABBOTT, Petitioner,	)	
and	)	NO. 83 D 13134
WILLIAM ABBOTT, Respondent.	)	

NO FEES
NO DEBTS

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD upon the trial call before Judge Friedlund and after a pre-trial conference pursuant to the Rules of Court, the parties herein stipulate and agree to have this matter heard as in matters of default and by stipulation of the parties, upon the Verified Petition for Dissolution of Marriage of the Petitioner, VONNIE MAE ABBOTT, the parties being represented by their respective attorneys and the Court having heard the testimony in support of the Petition for Dissolution of Marriage and being fully advised in the facts and premises, DOTH FIND:

A. That this Court has jurisdiction of the parties hereto and the subject matter hereof.

B. That at the commencement of the within action, the Petitioner was domiciled in the State of Illinois and has maintained said domicile for at least ninety (90) days preceding the within findings of Judgment of Dissolution of Marriage herein.

C. That the said parties were lawfully married on May 16, 1959, and that said marriage was registered at Cook County, Illinois.

LIEN IN FVR OF WILLIAM ABBOTT $4,500.00

William Abbott

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D. That one (1) child was born to the parties as a result of the marriage, namely: DONNA J. ABBOTT, born September 7, 1961. That no other children were born to or adopted by the parties, and the Wife is not presently pregnant.

E. That the Respondent was guilty of extreme and repeated mental cruelty toward the Petitioner herein, as charged in said Petition, without reason, cause, fault or provocation on the part of the Petitioner.

F. That the Court has considered and approved the written agreement entered into between the parties, as to maintenance, disposition of property and attorney's fees.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That the Petition for Dissolution of Marriage as filed herein is granted, and the parties are awarded a dissolution of marriage, that the marriage heretofore existing between them be and is hereby dissolved.

2. That the written Marital Settlement Agreement entered into between the parties dated Aug. 29, 1984, 1984, be, and is hereby incorporated into and made a part of this Judgment of Dissolution of Marriage, and all the terms, provisions and conditions of said agreement shall be in full force and effect and binding on the parties, and said agreement is in words and figures as follows:

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made this 29th day of August, 1984, by and between VONNIE MAE ABBOTT (hereinafter referred to as "Wife') residing in Hometown, Illinois, and WILLIAM ABBOTT (hereinafter referred to as "Husband") residing in

W I T N E S S E T H :

WHEREAS, the parties were lawfully married on May 16, 1959, and that said married was registered in Cook County, Illinois.

WHEREAS, there was one (1) child born to the parties as a result of the marriage, namely: DONNA J. ABBOTT, born September 7, 1961, now emancipated. No other children were born to or adopted by the parties as a result of the marriage and Wife is not now pregnant.

WHEREAS, irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on March 15, 1983.

WHEREAS, the Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 83 D 13134. The case is entitled In Re: The Marriage of VONNIE MAE ABBOTT, Petitioner, and WILLIAM ABBOTT, Respondent, and the case remains pending and undetermined.

WHEREAS, the parties consider it in their best interests to settle between themselves now and forever the matter of maintenance for the Wife and Husband, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between the parties and to settle any and all rights of every kind, nature and description

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which either of them now has or may hereafter have or claim to have, against the other, or in or to property of the other, whether real, personal or mixed now owned or which may hereafter be acquired by either of them, or any rights to claims in and to the estate of the other.

WHEREAS, the Wife has employed and had the benefit of counsel of CAROLE SIEGEL as her attorney and the Husband has had the benefit of advice and counsel from his attorney, STEPHEN N. SIRA. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges 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.

WHEREFORE, 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:

ARTICLE I

RIGHT OF ACTION

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

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

ARTICLE II

DISPOSITION OF PROPERTY

The parties represent and agree that all property of any nature and description owned by the Wife, the Husband, or both, regardless of how title is held, is marital property, as defined in the Illinois Marriage and Dissolution of Marriage Act; and the parties agree to divide said property in the manner set forth in this Article II. The parties represent each to the other, that substantially all the property of any nature and description which the Wife, the Husband, or both, owns, regardless of how title is held is set forth in this Article.

A. MARITAL HOME: Upon entry of Judgment of Dissolution of Marriage, Husband will quit-claim to Wife his interests in the marital home, commonly known as 8808 South Keeler, Hometown, Illinois (a true and exact copy of the legal description of said home is attached hereto as Exhibit "A"). In consideration of Husband's quit claim, Wife shall pay to Husband the amount of $4,500.00. Said $4,500.00 shall be payable to Husband by Wife over a period of ten (10) years or in a lump sum amount if said home is sold by Wife, whichever event occurs first.

B. FURNISHINGS: Wife shall receive all furnishings, appliances and other items now in said marital home with the exception of Husband receiving all Husband's tools and work manuals currently in said home.

C. AUTOMOBILES: Upon the effective date of this Agreement, Wife shall assign to Husband all of her right, title and interest in and to the 1983 Ford automobile presently in the possession of Husband. Husband shall hold Wife free, harmless and indemnified as to any lien or liens thereon.

D. DEBTS: The Husband shall pay and shall save and hold the Wife free, harmless and indemnified against all debts, liabilities and obligations which have been incurred by the Husband since September 3, 1984. The Wife shall pay and shall save and hold the Husband free, harmless and indemnified against all debts, liabilities and obligations which have been incurred by the Wife since September 3, 1984.

E. MEDICAL INSURANCE: Husband shall pay for the costs of Wife's medical insurance coverage for a period of 15 years from the date of entry of Judgment for Dissolution of Marriage. Immediately upon entry of Judgment and so long as Husband is employed by his current employer, to-wit. Triumph Industries of Bridgeview, Illinois, Wife shall apply for the reduced medical insurance rate provided for the ex-spouse, under Illinois State Statute therein allowing Husband to pay and provide the current medical insurance coverage at a reduced rate. However, should Husband leave his current employment Husband shall be responsible for obtaining, paying for and keeping in full force and effect an equivalent medical insurance policy without lapse of time between the current medical coverage and any subsequent medical coverage.

ARTICLE III

MAINTENANCE

Husband shall waive any and all rights to maintenance. Husband shall pay Wife as and for maintenance the sum of $45.00 per week for a period of Ten (10) years from the date of entry of this Judgment. Said maintenance is based upon the respective earnings of the Wife of net $78.00 per week as a part-time security monitor and Husband of $289.00 per week as a machine operator. At the end

said Ten (10) year term of maintenance, said maintenance shall terminate.

ARTICLE IV

GENERAL PROVISIONS

A. To the fullest extent by law permitted to do so, and except as herein otherwide provided, each of the parties does hereby forever relinquish, release, waive and forever quit-claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of dower, inheritance, descent and distribution, community interests and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any future law or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself, or herself, his or her heirs, personal representatives, grantees, devisees or assign, for the purpose of enforcing any of either of the rights specified in and relinquished under this paragraph and further agrees that in the event any suit shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto, or his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds, releases or instruments and further assurance as may be required or reasonably requested to effect or evidence such release, waiver, relinquish or extinguishment of such rights, provided, however, that nothing herein contained

shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this Agreement.

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

C. In the event a Court of competent jurisdiction awards either party hereto a Judgment of Dissolution of Marriage, this Agreement shall be presented to such Court for its consideration and approval, and if approved by the Court, this Agreement shall become effective and shall be incorporated into any Judgment which such Court enters.

IN WITNESS WHEREOF, the Wife and Husband have hereunto set their respective hands and seals this 29th day of August, 1984.

VONNIE MAE ABBOTT

WILLIAM ABBOTT

Torrens Property

ABBOT LEGAL DESCRIPTION
8808 South Keeler Avenue, Hometown, IL

Lot eight hundred sixty five (865) in J. E. Merrion and Co's Hometown Unit No. 2, a Subdivision of that part of the Northeast Quarter (1/4) of Section 3, lying North of the right of way of the Wabash Railroad, and part of the East Half (1/2) of the Northwest Quarter (1/4) of said Section 3, Township 37 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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3. That the Petitioner and the Respondent are ordered to carry out all of the terms, provisions and conditions of this Judgment of Dissolution of Marriage as contained in the agreement incorporated herein.

4. That the Court retains jurisdiction of the parties and the subject matter herein for the purpose of enforcing the provisions and terms of this Judgment of Dissolution of Marriage.

ENTER: _____
Judge

APPROVED:

AGREEMENT ATTACHED

_____
Attorney for Petitioner

_____
Attorney for Respondent

CAROLE SIEGEL
Code No. 50746
Attorney for Petitioner
3960 West 95th Street
Evergreen Park, IL 60642
636-2080

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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:

in a certain cause lately pending in said Court, between

VONNIE MAE ABBOTT plaintiff/petitioner

and WILLIAM ABBOTT defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 27th day of August, 19 87

Morgan M. Finley Clerk

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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Vonnie Abbott
8808 S. Keeler
~~Chicago~~, Ill
Hometown 60456