

11-2-89 Desc affects pgs on CG 756 213

NO FEES NO EXITS

*[Handwritten signature]*

① 1810-68-5

08101371502

THE COURT FURTHER FINDS that petitioner was domiciled in the State of Illinois at the time of the commencement of this action and has been domiciled in said State for no less than six months next preceding these findings; that the parties hereto were lawfully married in Chicago, Illinois, on September 4, 1969, and said marriage was registered at Chicago, Cook County, Illinois; that one child was born to the parties hereto as a result of this marriage, namely, RICHARD LOUIS HEITKE, JR., age 30, and none were adopted and no child in expectancy.

THE COURT FURTHER FINDS that petitioner was domiciled in the State of Illinois at the time of the commencement of this action and has been domiciled in said State for no less than six months next preceding these findings; that the parties hereto were lawfully married in Chicago, Illinois, on September 4, 1969, and said marriage was registered at Chicago, Cook County, Illinois; that one child was born to the parties hereto as a result of this marriage, namely, RICHARD LOUIS HEITKE, JR., age 30, and none were adopted and no child in expectancy.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

NO. 80 D 22003

IN RE THE MARRIAGE OF  
SUEAN GRENTHUR HEITKE  
AND  
RICHARD LOUIS HEITKE

STATE OF ILLINOIS )  
COUNTY OF COOK )  
VS. )

ENTERED  
DEC 11 1981  
CLERK OF THE COURT  
JUDICIAL BUILDING  
CHICAGO, ILLINOIS

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of the Petitioner, the Respondent, RICHARD LOUIS HETKE, has been guilty of extreme and repeated mental cruelty, as defined in the Statutes of the State of Illinois, and as charged in the Petitioner's Petition for Dissolution of Marriage; that the Petitioner has been living separate and apart from the Respondent since April 5, 1980, without cause or provocation on her part. THE COURT FURTHER FINDS that the parties hereto have entered into a written Marital Settlement Agreement dated December 11, 1981, and that the terms and conditions of said Agreement, as represented by the attorneys for the Petitioner and Respondent, provide for a fair, reasonable and equitable division of the property acquired by both Petitioner and Respondent during their marriage. Said Agreement is in words and figures as follows:

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(e) Without any collusion as to any divorce proceedings between the parties (but without prejudice to any right of action for dissolution of marriage which either may have), the parties

(d) The wife has filed her petition for dissolution of marriage against the husband in the Circuit Court of Cook County, Illinois, under case number 80 D 2200, charging husband with being guilty of extreme and repeated mental cruelty, to which petition, husband has filed a response denying said charges, which case remains pending and undetermined, but has been set for trial.

(c) That one child was born of said marriage, namely, RICHARD LOUIS HETKE, Jr., now 30 years of age.

(b) Unfortunate and irreconcilable differences have arisen between the parties, as a result of which they separated on, to-wit: April 1st, 1980.

(a) The parties hereto were lawfully married on September 4, 1978, and said marriage was registered at Chicago, Cook County, Illinois.

WHEREAS,

W I T N E S S E T H :

Illinois, hereinafter referred to as "Husband", and RICHARD LOUIS HETKE, of Arlington Heights, Cook County, Illinois, hereinafter referred to as "Wife", of record, 1981, between SUSAN GERTRUDE HETKE, of Arlington Heights, Cook County, Illinois, hereinafter referred to as "Wife".

THIS AGREEMENT, made and entered into this 11 day

MARITAL SETTLEMENT AGREEMENT

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and banks, which are marital assets;  
certificates, savings accounts in savings and loan associations  
D. Husband and wife will divide equally the following

LUMP SUM SETTLEMENT IN LIEU OF MAINTENANCE  
AND DIVISION OF PROPERTY

then existing.  
or neither gender or may be appropriate under the circumstances  
read as the singular or the plural and as the masculine, feminine,  
1. Any word in the text of this Agreement shall be

affect of any provision of this Agreement.  
convenience only and are not intended to limit or define or  
3. The captions contained in this Agreement are for

reference therein.  
such action and to interpose all appropriate defenses with  
parties and the opposing party reserves the right to defend  
may deem appropriate with respect to the marital status of the  
reserve the right to file such actions in the future as they  
the husband reserves the right to defend it. Both parties  
pursue her pending action for dissolution of marriage and  
dissolution of marriage. The wife reserves the right to  
the parties herein to obtain or stimulate a judgment for  
2. This Agreement is not made to induce either of

this Agreement.  
1. The foregoing recitals are hereby made a part of

follows:  
PUBLICLY AND VOLUNTARILY AGREE BY AND BETWEEN THE PARTIES DO  
witnesses whose names are hereby acknowledged, THE PARTIES DO  
consideration by each to the other delivered the receipt and  
a court government herein contained, and the good and valuable

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Lot 5 in Carleton's Subdivision of the N. 204.30 feet of the S. 396-45 feet of the N. 1/2 of the N. 1/2 of the N.W. 1/4 of Section 29, Township 48 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Hubbard will convey to wife by quit claim deed. Wife shall then pay, hold harmless and indemnify husband for all expenses in connection with the marital home inclusive but not limited to taxes, insurance, and mortgage (if any), all upon the termination of dissolution of marriage.

and commonly known as 624 North Hickory, Arlington Heights, Illinois, which is legally described as:

(a) The marital home in which she is now residing and clear of any claim of the husband therefore, the following:

(1) First National Bank of Chicago Savings Account Number 2503691 in the amount of \$19.52 which account is in the name of RICHARD L. HETKE or SUSAN G. HETKE.

(2) U. S. Savings Bonds currently in safe deposit box number 1906 in Arlington Federal Savings & Loan Association, which bonds are in the name of RICHARD L. HETKE.

(3) Bank & Trust Company of Arlington Heights checking account in the amount of \$200.00 which account is in the name of RICHARD L. HETKE or SUSAN G. HETKE.

(4) Arlington Federal Savings Number 47504-8 in the amount of \$886.83 which account is in the name of RICHARD L. HETKE.

(5) Northwest Federal Savings & Loan Assn. Number 00-148888-7 in the amount of \$3,044.93 and T-Market Certificate Number 11-17886-3 in the amount of \$10,998.30 which accounts are in the name of RICHARD L. HETKE, as Trustee for SUSAN G. HETKE, as Beneficiary.

(6) Douglas Savings & Loan Association Certificate Number 10-101243-3 in the amount of \$20,830.84 and Number 20-00397-2 in the amount of \$100.53 which accounts are in the name of RICHARD L. HETKE.

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2. RICHARD L. HETKE, JR., son of the parties herein will  
are made by said wife towards that pension fund.

employee of said Illinois Bell Telephone Company. No contributions  
in approximately five (5) years if petitioner is still in the

fund in Illinois Bell Telephone Company which will become vested  
(c) wife shall retain an equitable property interest

June 25th, 1981 and are in the name of wife alone.

face amount of \$20.00 each, which were accumulated by wife since  
(d) Eight (8) United States Savings Bonds in the

now located in the marital home.

(c) All of the Hummel furniture and Hummel plates  
which shall become the property of RICHARD LOUIS HETKE.

12. Stiffel, tortoise shade lamp

11. Milk-orange reading chair

10. Corner mahogany cabinet

9. Cut Glass bowl (Mr. Freund)

8. Landscape lithograph

7. Dishes

6. Books and education books, including Harvard  
Chambers and set of World Book

5. Items of clothing

4. Tools and tool bench

3. Small rocking chair

2. Weight lifting equipment

1. Bedroom furniture (bed, mattress, box spring,  
chest, dresser, night stand)

Illinois, except:

in the marital home at 624 North Hickory, Arlington Heights,

(b) The household furniture and furnishings located

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Page 2 of 3

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11. During the period from the date of execution of this  
sum due for the period of November and December, 1981,  
stipulated period and shall also adjust between themselves such

pay the sum of \$1,000 for the accounting due the wife for the  
April 1, 1980 to October 31, 1981, both inclusive. Husband shall

rent, income and profits from the said apartment building at 204  
East St. James, Arlington Heights, Illinois for the period from

10. Husband has rendered an accounting to wife of the  
is necessary to complete the sale of said property.  
In the listing of said property with a broker and shall do whatever

equally bear expenses of sale. The parties hereto will cooperate  
proceed forthwith to sell the same and divide the proceeds of sale

The parties will retain said property as tenants in common and will  
proceed forthwith to sell the same and divide the proceeds of sale

Lot 6 in Henry Hinrichs Addition to  
Arlington Heights in Section 28,  
Township 42 North, Range 11, East of  
the Third Principal Meridian in Cook  
County, Illinois.

12. The parties hereto shall execute and record a deed of conveyance  
in and to the following apartment building commonly known as 204

East St. James Street, Arlington Heights, Illinois, which is  
in and to the following apartment building commonly known as 204

9. The parties hereto are the owners in Joint Tenancy  
he entitled to receive in connection thereto.  
per month, any future sums and any and all other benefits he is or may

of state of Illinois from which husband receives approximately \$1364.27  
(b) Pension Fund with Teachers Retirement System  
(c) 1979 Delta Insurance

13. The parties hereto are the owners in Joint Tenancy  
of any state of the wife therefore, the following:  
14. The parties hereto have an equitable interest in

15. The parties hereto have an equitable interest in  
Arlington Heights, Illinois.  
of the parties hereto in the state of Illinois.

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17. To the extent permitted by law, the parties do 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, distribution,

GENERAL PROVISIONS

18. The parties hereby do in an agreement each other waive any and all claims for maintenance, past, present and future.

19. The parties agree that each shall pay their own attorney fees.

20. The parties agree that all expenditures must be made with the consent of both.

21. If any and how removal charges shall be discussed tenants in said apartment building.

22. Husband shall determine when to be paid by together with check for her share.

23. Husband shall make certain statements to wife for management fee.

24. If any repairs or improvements for said apartment building should be made for any reason approval of wife, nor shall any charge be made

25. A deposit of \$50.00 shall be made for management fee.

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acknowledged, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the title and

10. Each of the parties herein agrees to execute and

party under this Agreement.

party of any obligation imposed upon or undertaken by the other

or be construed as a waiver or release by either party in the other

rights) provided, however, that nothing herein contained shall operate

such release, waiver, relinquishment, or extinguishment of such

as may be required or rationally requested to effect or evidence

all such deeds, releases or other instruments, further assurances

personal representatives, executors, devisees or assigns, any and

deliver at the request of the other party, or his or her heirs,

relinquished hereunder; and each party agrees to acknowledge and

purpose of enforcing any or either of the rights specified in and

personal representatives, executors, devisees or assigns, for the

will at any time hereafter and the other, or his or her heirs,

heirs, personal representatives and assigns, that neither of them

further covenant and agree for himself or herself, his or her

in any expectancy, and whether vested or contingent, and each party

in any manner acquired by the other party, or whether in possession

or held, or his or her estate, whether now owned or hereafter

or against the property and interests of the other, real, personal,

or who otherwise may or might have or be entitled to claim in, to,

and partition under any present or future law or which he

relationship by reason of the marital relationship existing between

interest and estate as husband and wife, widow or widower, or

relationship, maintenance and support of the other, title, claim,

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THIS AGREEMENT shall be binding upon and inure to the

party as in the case of any other contract or agreement.

and shall continue to have independent legal significance without the

of this Agreement into any judgment entered for dissolution of

to approve this Agreement, as executed by the parties, then this

from the other, or in the event that the Court shall fail or refuse

Court refuse to award either party a dissolution of their marriage

effective retroactive to the date hereof. In the event that the

entered in said cause and thereupon this Agreement shall become

approval and, if approved, shall be made a part of the judgment

divorced, this Agreement shall be submitted to the Court for its

10. In the event that the parties hereto are at any time

designated to be relinquished and waived.

effective relinquishment and waiver of all rights hereinabove

transferred, assigned and conveyed, in a full, present and

and conveyance of all rights, hereinafter designated to be

declared to, constitute a full and present transfer, assignment

document, then this Agreement, shall, and it is hereby expressly

herein for any reason shall fail or refuse to execute any such

party in the manner herein agreed and provided. If either party

the sole and separate ownership of the several properties of said

to carry out the purposes of this Agreement and establishment of record

it knowledgely and with all documents which may be necessary or proper

and hereinafter, at any time and from time to time to execute and

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*[Handwritten signature]*

Agreement the day and year hereof.

IN WITNESS WHEREOF the parties have executed this

the parties hereto.

month of the year, execution, administration and number of

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10/10/2014

10/10/2014

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STATE OF ILLINOIS )  
 )  
 ) SS. )  
 )  
 ) COUNTY OF COOK )  
 )  
 )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared SUSAN GENTHUI HETKE, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of November, 1981.

---

STATE OF ILLINOIS )  
 )  
 ) SS. )  
 )  
 ) COUNTY OF COOK )  
 )  
 )

Before me, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD LOUIS IETKE, personally known to me to be the same person who executed and delivered said instrument as his free and voluntary act and deed, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of November, 1981.

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The Court, having considered the Agreement and the circumstances of the parties, FURTHER FINDS that the said marital Settlement Agreement, as represented by the respective attorneys for the Petitioner and Respondent, was fairly and voluntarily entered into by the parties hereto, and by virtue of said representations of the counsel for the Petitioner and Respondent the said marital Settlement Agreement is hereby approved.

THE COURT FURTHER FINDS that the Petitioner has established by competent material and relevant proof, all of the allegations and charges contained in her Petition for Dissolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority therein vested and the Statute in such case made and provided, DOES ADJUDGE as follows:

1. That the bonds of matrimony heretofore existing between the Petitioner, SUSAN GERTRUDE WITKE, and the Respondent, RICHARD LOUIS WITKE, be, and the same are hereby dissolved and the name are dissolved accordingly, and the parties are awarded a Dissolution of Marriage.

2. That both parties be barred from ever obtaining maintenance, one from the other, whether past, present or future.

3. That the written Marital Settlement Agreement of the parties dated December 11, 1961, and all of its terms and provisions, are hereby merged, incorporated into, and made a part of this judgment for Dissolution of Marriage.

4. That the Petitioner and Respondent are ORDERED DECREED AND DIRECTED to execute and carry out all of the terms, provisions and conditions of this judgment for Dissolution of Marriage, and the said Marital Settlement Agreement dated December 11, 1961, incorporated herein and attached hereto.

5. That each of the parties shall execute, acknowledge and incorporate herein and attached hereto.

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STATE OF ILLINOIS

COURT OF COMMON PLEAS IN AND FOR THE COUNTY OF COOK

IN RE: THE ESTATE OF [Name]

8111371516

STATE OF ILLINOIS

Attorney for Plaintiff  
77 West Washington St.  
Chicago, Illinois 60602  
General, 4-7007

GOLDBERG & GOLDBERG

Attorney for Respondent

Attorney for Plaintiff

GOLDBERG & GOLDBERG

RICHARD LOUIS HEINZ, Respondent

ROBERT GENTHORN HEINZ, Plaintiff

AGREED TO AND APPROVED:

[Signature]

WITNESSES:

and incorporated herein.

duly executed by the parties herein, dated December 11, 1981,

and the terms and provisions of the marital settlement agreement

enforcing the terms of this judgment for dissolution of marriage

matter of this cause and of the parties herein for the purpose of

8. The said Court shall retain jurisdiction of the subject

provided.

property of said parties in the manner therein agreed and

certification of record the rule and separate ownership of any

proper to carry out all of the purposes of said agreement and

and deliver any and all documents which may be necessary or

any time and from time to time as required, execute, acknowledge

incorporated herein, and the parties herein shall, hereafter as

in the said marital settlement agreement of December 11, 1981,

title and estate in the respective parties herein as provided

deliver good and sufficient instruments necessary to vest any

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RECORDED  
INDEXED  
NOV 11 1981

COOK COUNTY CLERK'S OFFICE

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PENALTY OF THE LAW  
COURT AND VIOLATION THEREOF IS SUBJECT TO THE  
THIS ORDER IS THE COMMAND OF THE CIRCUIT  
CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*[Handwritten Signature]*

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10-03-89

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*[Handwritten Signature]*

IDENTIFIED  
No. \_\_\_\_\_  
Registrar of Townships Titles  
CAROL MOSELEY BRAUN  
Searched

1989 NOV -2 AM 11:38  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

3837455  
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29 500  
CHICAGO ILL. 60603  
BOX 334