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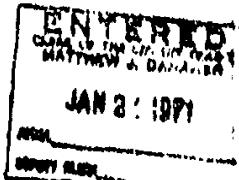
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY-DIVORCE DIVISION

JACQUINIE SIBZAK,
Plaintiff,

-vs-

JOHN SIBZAK,
Defendant.

No. 66 D 4992



COMPLAINT FOR DIVORCE

This cause coming on to be heard as a contested case on the Amended and Supplemental Complaint for Divorce of the Plaintiff and the appearance and answer thereto of the Defendant and the Court having jurisdiction of the parties and the subject matter, the Plaintiff appearing by her attorneys, HENRY A. KALCHIM, MICHAEL H. KALCHIM and INGRID B. FRIEDMAN, and the Defendant appearing by his attorney, VINCENT P. LUCCHISE, both parties having appeared in open court, the Court having heard and considered the sworn evidence, and being fully advised in the premises, DOOTH FIND:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof.
2. That the Parties were married on August 2, 1952.
3. That the Plaintiff is and since prior to the filing of the Complaint for Divorce has been an actual resident of the County of Cook and State of Illinois for more than one year last past continuously and immediately preceding the filing of the Complaint for Divorce.
4. That the parties lived and cohabited together as Husband and Wife until March 5, 1967, and since then have lived separate and apart through no fault of the Plaintiff.
5. That three children were born to the parties, namely:
 - JOSH SIBZAK, presently sixteen (16) years of age;
 - JUDITH SIBZAK, presently fourteen (14) years of age;
 - JASON SIBZAK, presently eleven (11) years of age;that no children were adopted by the parties.

6. That at all times the Plaintiff has conducted herself as a true, faithful and affectionate wife.

7-10 5 1073

LAW OFFICES
VINCENT P. LUCCHISE
MICHAEL H. KALCHIM
INGRID B. FRIEDMAN
ATTORNEYS FOR DEFENDANT
100 N. Wacker Drive
Chicago, Illinois 60606

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7. That the Plaintiff shall have the sole care, custody, control and education of the three minor children of the parties.

8. That the Defendant, without any fault or provocation by the Plaintiff, has been guilty of desertion from the Plaintiff for more than one year continuously, without interruption, as charged in the Complaint for Divorce.

9. That on January 20, 1971 the parties hereto entered into an agreement in writing amicably settling and disposing of the questions of alimony, support and maintenance for the Plaintiff, custody, support and maintenance for the minor children of the parties hereto, payment of attorney's fees, and of other proprietary rights inhering in them respectively by reason of the marital relationship heretofore existing between them, which said agreement, having been submitted to this Court for examination and found, that the same was entered into freely and voluntarily and to be fair, just and equitable with respect to each of the parties hereto, being in words and figures as follows:

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LAW OFFICES
VINCENT F. CHODOROW
ROBERT S. DRESDEN
100 N. Dearborn St.
Chicago, Illinois 60602
(312) 733-8211

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AGREEMENT

THIS AGREEMENT, made in the County of Cook and State of Illinois this 20th day of January, 1971, by and between JACQUELINE SIEBAX of Cook County, Illinois, hereinafter referred to as the "Wife" and JOHN SIEBAX of Cook County, Illinois, hereinafter referred to as the "Husband", sometimes collectively referred to as the "Parties".

MISCELLANEOUS

WHEREAS, the parties were lawfully married on August 2, 1952, at Cook County but have ceased living together on March 5, 1971, as man and wife because of marital differences and have caused these proceedings to result, which remain pending and undetermined; and

WHEREAS, that three children were born and no children were adopted, and that both parties are fit and proper persons to have the care, custody, control and education of said children; and

WHEREAS, the parties consider it to their best interests to settle between themselves, now and forever, their respective rights regarding alimony, custody, support, education, medical needs of the minor children, property rights and all other rights which each party acquired by virtue of this marriage; and

WHEREAS, each party has made full disclosure to the other of all properties and assets owned and each are fully

1/2 witness
HENRY A. KRAMER
Attorney, Plaintiff

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advised as to their rights relative thereto. Each party also acknowledges that they are conversant with all the wealth, property, estate and income of the other.

NOW, THEREFORE, in consideration hereof, IT IS HEREBY AGREED AS FOLLOWS:

1. That the recitals hereinabove set forth are hereby incorporated as an integral part of this agreement as if fully set forth.
2. That this agreement is not one to obtain or stimulate a divorce. That either party reserves the right to prosecute or defend any action brought by them or the other party.

3. (A) That the wife shall have the sole and exclusive care, custody, control and education of the minor children of the parties hereto.

(B) The husband shall have the right of visitation as follows:

(1) Every Sunday from 8:00 A.M. to
10:00 P.M.

(2) Every Wednesday from 6:00 P.M.
to 10:00 P.M.

(3) Alternate holidays as follows:

<u>Odd Numbered Years</u>	<u>Even Numbered Years</u>
Memorial Day	New Years Day
Labor Day	July 4th
Thanksgiving Day	Christmas Day

(4) Vacation of three weeks during the

LOW OFFICES
CHARLES A. MCNAUL
WILLARD, MCNAUL

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childrens' summer school vacation, provided, however, that the Husband shall give the wife at least three (3) weeks advance notice of the date of said vacation plans.

(5) November 6th of each year.

(6) Wednesdays from 6:00 P.M. to 10:00 P.M.

That the Wife shall cooperate to her fullest to encourage the aforesaid visitation; that because of the ages and school work of the children of the parties, their desire to visit with the Husband shall be considered with regard to the arrangements concerning said visitation; that either party may remove the children or any of them out of the State of Illinois for short trips or during vacation provided the other party is notified of said child or childrens' whereabouts.

N.S. J.P. *That the husband shall pay to the wife the sum of \$100.00 per week as and for permanent child support commencing upon the date of the entry of the judgment in this cause, payable on Tuesday of each week. This is based on the earnings of the husband of \$2,500.00 net per week and of the wife's appropriate annual gross of \$4,500.00 notwithstanding of said minor omission, he shall have the right to claim that child for whom he is making such payments and state as his dependents for Federal Income Tax purposes.*

5. That the Husband shall pay and be responsible for any extraordinary medical expenses for said children and that

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same shall include but not by way of limitation, hospital, surgical, psychological, psychiatric and extraordinary medical and dental needs of the children of the parties, expenses in connection with the treatment of allergies, operations, serious illness requiring hospitalization or extended medical care, but shall not include routine check-ups, minor ailments and medical supplies (except as required in the treatment of serious illness).
J.W. continue to maintain the present ~~as~~ that the husband shall ~~be responsible for~~ major medical and basic hospitalization insurance coverage for the parties' three (3) minor children, and the Husband shall pay the premiums thereon until each child reaches his or her majority, provided, however, that as provided in paragraph 6, herein,
J.W. An the event any child attends college, said insurance coverage shall be likewise maintained during said curriculum; that the Husband shall furnish the wife with the appropriate identification card concerning said insurance coverage; it is further agreed that the Wife shall consult with the Husband as to the need for extraordinary medical attention (except in grave emergency where the life of the child might be impeded by delay).
J.W. That the Husband, if financially able, shall pay the necessary and incidental college expenses for the children of the parties; that said payments shall include a four (4) year undergraduate term, those expenses, including, but not limited to tuition, books, supplies for school, all registration and other fees, board and lodging, other school assessments and reasonable transportation expenses; that the husband's obligation under this paragraph is conditioned upon that child having the

LAW OFFICES
ROBERT A. HALLOWAY
ATTORNEY AT LAW

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desire and aptitude for a college education and that the decision affecting the choice or selection of a college or university shall be made by the husband, wife, and that minor child.

7. That the Husband represents to the Wife that he has apparently funded with the LaSalle National Bank & Trust Co., as trustee, all the life insurance on his life, namely those policies in the amount of twelve thousand eight hundred fifty dollars, (\$12,850.00); and that same are the only insurance presently on his life; that the aforesaid policies shall remain the sole and exclusive property of the husband; that the Husband shall acquire upon the entry of an Judgment for Divorce certain term insurance in the face amount of fifteen thousand Dollars (\$15,000) and in connection with said term insurance the Defendant shall accomplish the following:

(a) Name under this policy, JOHN SINKAK, JR., JUDYNE SINKAK and JASON SINKAK, as Irrevocable beneficiaries until the last minor child reaches his majority or completes his college education, whichever is last to occur; provided however, that as each child reaches his or her majority and finishes his or her college education, he or she shall be removed as beneficiary and the remaining child or children shall remain as beneficiary or beneficiaries to the full extent of the coverage hereunder.

(b) Deposit the policy with the Plaintiff;
(c) Pay the premiums due thereon until the last minor child reaches his majority or completes his college education, whichever is last to occur;

Attest
HENRY A. BALDWIN
Attala County
Notary Public

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- (d) Direct that duplicate premium notices and receipts be sent to the Plaintiff;
- (e) Do all other acts and execute all other documents needed to keep said policy in full force and effect and to accomplish all matters set forth above.

3. That the Husband shall pay, transfer, convey, and assign to the Wife as alimony, in gross, subject to the terms and provisions as follows:

(1) That upon the entry of any Judgment for Divorce between the parties, the Husband shall Convey and transfer to the Wife, by Quit Claim Deed, all his right, title and interest in and to the properties designated on Schedule "A" attached hereto and made a part hereof.

J.S. 1/2
~~(a) That the husband shall execute an Assignment or any agreement on the taxes and insurance policy now on April 8, F.R., regarding the marital home.~~

J.S. 1/2
~~(b) That the wife shall pay and be responsible for the mortgage payments, taxes, insurance regarding the marital home, beginning prorata upon the entry of the Judgment for Divorce; that subsequent to the Judgment for Divorce the Wife shall indemnify, save and hold the Husband harmless from any loss, cost, or expense regarding said mortgage obligation; provided, however, that should the wife fail to make two successive mortgage payments thereon, the Husband upon proper notice to HENRY A. KALCHIK, Attorney, may make said payments and deduct said amount from payments due the Wife from any source thereunder; that the Husband represents to the Wife that all insurance, taxes and mortgage payments are paid to date concerning the property, as listed on Schedule "A".~~

(2) That the Husband transfers and assigns all his right, title and interest in and to the household furniture and accessories located at 923 Ridge, Arlington Heights, Illinois.

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(3) That the husband shall pay to the wife the sum of two thousand Dollars (\$2,000), as follows:

(a) Five hundred Dollars (\$500) upon the entry of any Judgment for Divorce.

(b) Fifteen hundred Dollars (\$1,500), payable at One hundred twenty-five Dollars (\$125) per month, payable in equal semi-monthly payments of sixty two and 50/100th Dollars (\$62.50) on the first and fifteenth of each month, commencing on the first of the month following the entry of any Judgment for Divorce; that said payments under this subparagraph (b), herein J.S. shall be subject ^{and} termination upon the death of either party.

9. that the wife shall release, convey, quitclaim or assign all her right, title and interest to:

(A) Checking Account at Plaza Drive-In Bank.

(B) Stock of:

1. S & L Home Heating, Inc.
2. Ford
3. Reynolds Tobacco
4. Standard Oil
5. Brunswick
6. Central Wisconsin
7. Burlington Industries
8. Del A Sign
9. Texas American Oil
10. Outboard Maine
11. Arlington Heights Federal Savings & Loan Association (subject to the terms and provisions of paragraph 12. herein.)
12. Unity Savings
13. Arlington Federal Savings & Loan Assn. in the amount of \$1,000.00, *to be deducted at J.S.*

J.S. *real estate located at J.S.*

1. Rosemont, Illinois
2. Palatine, Illinois
3. 7809-11 Irving Park, Chicago
4. 4330 St. Louis, Chicago

(C) All accounts of deposit relating to the operations of the husband's business.

LAW OFFICES
MURRAY A. KALLOFF
CHICAGO, ILLINOIS

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10. That the parties shall own as their sole personal properties, free and clear from the claims of the other party, those items as appear on Schedule " " and the party in possession of that property belonging to the other, in accordance with Schedule " ", shall promptly deliver same to the other party.

11. That the Husband shall pay and be responsible for those debts and obligations as appear on Schedule " ", and the Husband shall save, indemnify, and hold the Wife harmless from any loss, cost, liability, expense she incurs in said connection.

12. That the Husband shall pay to Henry A. Malcheski, Attorney, the sum of ~~50~~ thousand Dollars (\$5,000) upon the entry of any Judgment for Divorce and that said amount shall be in full payment for the wife's attorneys fees and court costs; that to facilitate the above payment, the parties and respective attorneys shall do the following:

(A) That the Wife and Husband shall execute a blank withdrawal slip on account #63226-8 at the Arlington Heights Federal Savings & Loan Association, upon the execution of the within Agreement.

(B) That said withdrawal slip shall be delivered to Vincent Iucciose, Attorney, as Trustee, who shall, within five (5) days from the entry of any Judgment for Divorce between the parties, effectuate the withdrawal from said account of Five Thousand Dollars (\$5,000) and cause a

LAW OFFICES
HENRY A. MALCHESKI
ATTORNEY AT LAW

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cashier's check in said amount to be drawn, payable to the order of "HENRY A. KALCHEIM".

(C) That Vincent Luochese, Attorney, as Trustee, shall deliver said check to Henry A. Kalcheim within seven (7) days from the entry of any Judgment for Divorce between the parties.

(D) That any monies over and above the aforesaid sum shall be delivered to Vincent Luochese to be applied toward his attorneys fees.

13. That the Husband within fifteen (15) days from the entry of any Judgment for Divorce shall deliver to Vincent Luochese, Attorney, all movie pictures, slides and snapshots of the Wife and/or Husband and/or minor children of the parties; that the Wife shall meet with Vincent Luochese, Attorney, at both parties convenience, and the Wife shall determine those movie pictures, slides, and snapshots that require duplication and same shall be reproduced and the Husband and Wife shall share the costs equally; that the duplicated reproductions shall be delivered to the Wife upon their completion.

J.S. 14. That the Wife and Husband shall execute a joint Federal/Income Tax Return for the calendar year 1970; that each to the other that neither party has any joint tax liability which the parties represents and acknowledging/jointandseveraltaxliability
J.S. & G. regarding the information furnished on knowledge of the accuracy, correctness or contents of this joint filed return, and that each shall indemnify, save and hold the other harmless from any loss, cost or expense with regard to the filing of this joint return; that the Husband shall pay and be solely responsible for the tax obligation in this connection.

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15. Except as herein provided, the parties do hereby forever waive, release and quitclaim to the other all rights to alimony, dower, homestead, inheritance and all other property rights and claims which he or she now has or may have as Husband, Wife, Widower, Widow or otherwise by reason of the marital relations now existing between the parties hereto by any present or future law of any state of The United States of America or of any other country, in and to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Both the Wife and Husband herein forever covenants and agrees for herself and himself and his or his heirs, executors, administrators and assigns, that he or she will never at any time hereafter, sue the other party or his or his heirs, executors, administrators or assigns, for the purpose of enforcing and/or either of the rights specified in and relinquished under this paragraph.

16. That each of the parties and their agents are hereby restrained from in any manner, threatening, striking, molesting or otherwise interfering with the other or their families, present or future.

17. Each of the parties agree to execute all documents necessary to effectuate the terms hereof.

18. That in the event this Honorable Court awards either party a divorce herein, it is agreed that this Agreement shall be incorporated in the Judgment for Divorce in this cause, so long as such is granted within a reasonable time hereafter, and shall be binding on the parties, their heirs and assigns.

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otherwise the same shall be null and void. The court shall retain jurisdiction to enforce these provisions or to make such orders, including injunctions, which the court may impose from time to time as it deems just and necessary to allow the parties to continue their respective lives in a peaceful and dignified manner.

In witness whereof, the parties have set their hands and seals the day and year first above written.

John Alleged (HAWAII)
HUSBAND

Jacqueline Alleged (HAWAII)

52
25
26
DUE DATE

APPROVED,
John A. Kahan
~~and Michael Felder~~
ATTONEY FOR HUSBAND

ATTORNEY FOR HUSBAND

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EXHIBIT A

Property commonly known and described as 923 North Ridge,
Arlington Heights, Illinois.

Lots 33 and 34, in Block 10, in Mitchell's
Addition to Arlington Heights, being a
Subdivision in the North East $\frac{1}{4}$ of the
North East $\frac{1}{4}$ of Section 30, Township 42
North, Range 11, East of the Third
Principal Meridian, in Cook County,
Illinois.

Property commonly known and described as River Woods, Deerfield,
Illinois.

Lot 15 in North Riverwood Subdivision in
the South West $\frac{1}{4}$ of Section 15, Township
43 North, range 11 East of the Third
Principal Meridian in Lake County, Illinois
according to the plat thereof recorded
January 19, 1987 as document number 237676.

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Jacqueline Allegak
John Allegak

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GENERAL CLERK

REAL PROPERTY:

Household furniture and accessories
~~including television~~

PERSONAL PROPERTY:

- C. Furniture and fixtures located at 7609 West Irving Park, Chicago.
- D. Movie projector
- E. Painting of white peacock on silk
- F. Books located at 925 Ridge, Arlington Heights, Illinois
- G. Boat
- H. Clothes and personal effects.

Jeanne M. Stiglitz
John C. Stiglitz 33

The ownership of and possession of tools located at 925 Ridge, Arlington Heights, Illinois and children's stamp collection - to be determined by the husband (or his children).

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ANNEXED PAGE

Marital debts and obligations to be paid by the Husband:

Doctor Adams	\$100.00
Doctor Chester Cole	665.00
Doctor Brown	167.00
Kay Plumbing	124.00
Doctor Lidge	37.00
St. James School	100.00

Jessie May
John May

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREDER AS FOLLOWS:

A. That the bonds of marriage heretofore existing between the Plaintiff, JACQUELINE SIEZAK, and the Defendant, JOHN SIEZAK, be, and the same are hereby dissolved, pursuant to the statute of the State of Illinois in such case made and provided.

B. That the Plaintiff shall have the sole care, custody, control and education of the minor children born to the parties hereto as issue of their marriage and that the defendant shall have the right of visitation with said children at reasonable times and seasons, upon payment of a sum to be determined by the parties hereto, shall be advanced to the plaintiff, as provided in the Property Settlement Agreement.

C. That the Agreement in writing hereinbefore made and entered into by and between the parties hereto herein set forth verbatim, but in the name is hereby, in all respects, approved and confirmed, and is merged in this Decree; that each and every provision thereof is binding upon each of the parties hereto and thereto, and that each of the said parties shall do and perform all of the acts and things by him or by her undertaken therein.

D. That the parties, having agreed to waive all claims for alimony, dower, homestead, inheritance and all other property rights or other rights acquired by this marriage, whether past, present or future for the consideration set forth in the Property Settlement Agreement, shall be barred and foreclosed from asserting the same against the other, except as provided in said Property Settlement Agreement.

E. That the parties shall execute any and all documents necessary to effectuate the orders provided herein.

F. That the parties shall desist and refrain from in any manner threatening, striking, molesting or otherwise interfering with the other or from attempting to so do.

G. That this Court retains jurisdiction of this cause for the express purpose of enforcing all and singular the provisions of this Decree, and for the purpose of entering such other and further orders and decrees as circumstances may render necessary or expedient.

H. That the Court finds that there is no just cause for denying enforcement or appeal by any of the parties hereto.

RENTON H. DeGennaro, Jr.
JUDGE

JACQUELINE SIEZAK, BY HER ATTORNEY, HENRY A. KALCHER &
SKRUM, JR., CHICAGO, ILLINOIS
and
JOHN SIEZAK, BY HIS ATTORNEY, VINCENT P. LUCCHETTI

JOHN SIEZAK, BY HIS ATTORNEY, VINCENT P. LUCCHETTI

RECD. 8/10/64 BY DEPT. OF CLERK'S OFFICE

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RPT. OF COMMISSIONER OF PUBLIC RELATIONS ON THE TRUST

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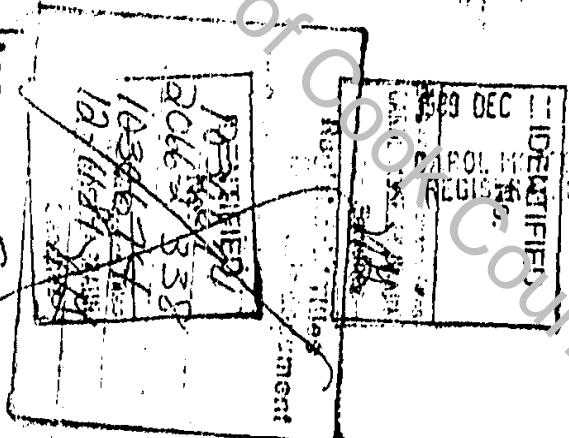
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JACQUELINE DIERK
923 N. RIDGE AVE
Arlington Heights, Ill. 60005

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 11-22-89

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THIS
PENALTY OF THE LAW