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U 3 Attorney No. 01817

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

IN RE THE MARRIAGE OF)

3869602

MARYELLEN T. KARI)

and)

No. 89 D 13328

DAVID D. KARI)

JUDGMENT OF DISSOLUTION OF MARRIAGE

This Cause, coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner, MARYELLEN T. KARI, and of the Response thereto of the Respondent, DAVID D. KARI, and the Petitioner appearing in open Court in her own proper person and by CHARLES I. CALISOFF, her attorney, and the Respondent appearing in Court by GARY LIND, as his attorney, and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Marriage, and the Court having considered all the evidence and being fully advised in the premises finds that:

1. This Court has jurisdiction of the parties hereto and of the subject matter hereof.

2. That at the time of the filing of the Petition of Dissolution of Marriage, Petitioner was a resident of the County of Cook and State of Illinois and has maintained said residence for more than ninety (90) days next preceding the making of the findings and the jurisdictional requirements of Section 401(a) of the Illinois Marriage and Dissolution of Marriage Act have been fully met.

3. That Petitioner and Respondent were lawfully joined in marriage on June 26, 1982, at Villa Park, Illinois, and

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9. That both parties are employed and neither party is dependent upon the other as and for maintenance.

10. That the written Settlement Agreement dated October 5, 1989 was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court and is in words and figures as follows:

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SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of October, 1989, by and between MARYELLEN T. KARI, hereinafter referred to as "Wife" residing in Cook County, Illinois, and DAVID D. KARI, hereinafter referred to as "Husband" residing in DuPage County, Illinois, and both parties being residents of the State of Illinois

WITNESSETH

WHEREAS,

A. That the parties were lawfully married on June 26, 1982, at Villa Park, Illinois, and said marriage was registered in DuPage County, Illinois.

B. That no children were born to or adopted by the parties as a result of their marriage and the Wife is not now pregnant.

C. That there is now pending in the Circuit Court of Cook County, Illinois, an action for Dissolution of Marriage, known as Case Number 89 D 13326 and entitled IN RE THE MARRIAGE OF MARYELLEN T. KARI and DAVID D. KARI.

D. That the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance, and for the settlement between the parties as to all rights to property and other rights growing out of the marriage or any other relationship, now or previously existing between them, and to settle any and all rights of every kind, nature, and description which either of them may have or may hereafter have a claim to against the other, or in or to any

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property, real or personal which either of them now has, or may have whether now or hereafter owned or possessed by either of them.

E. That the Wife has employed and has had the benefit of the counsel of CHARLES I. CALISOFF, as her attorney. That the Husband has employed and has had the benefit of the counsel of GARY A. LIND as his attorney. Each party has had the benefit of advise, investigation, and recommendations with reference to the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained and for other good and valuable consideration by each other delivered the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. WAIVER OF MAINTENANCE

Each party agrees to waive all rights to maintenance from the other whether past, present or future.

2. DISPOSITION OF MARITAL HOME

The parties on August 12, 1989 agreed to sell the marital home located at 619 East Davis Street, Arlington Heights, Illinois and signed a Cooperative Selling Contract to facilitate the sale of said home.

The parties further agree that until the home is sold Wife shall be entitled to exclusive possession of said home.

The parties further agree that each of the parties shall continue until the home is sold to contribute one-half

(1/2) of the monthly mortgage² said monthly mortgage in its entirety being in the sum of \$1,042.00 (each party to contribute \$521.00) and Wife commencing with the month of August 1989 and until the home is sold shall solely pay the utility bills for said home and hold the Husband harmless thereon.

The parties further agree that each shall be responsible for one-half (1/2) of any expense incurred in the upkeep of the house including any expenditure incurred in getting the house ready for sale.

The parties further agree that from the proceeds of the sale of the home the following payments shall first be made:

- (a) The balance of the mortgage (now in the sum of \$97,124);
- (b) Real estate brokers fees;
- (c) All usual and/or necessary closing costs;
- (d) Proration of real estate taxes;
- (e) All attorneys' fees and Court costs as the result of the Dissolution of Marriage proceedings;
- (f) All attorneys' fees incurred in the sale of the house;
- (g) College loan of Wife approximately \$1,110.00 (repaying Thielens of 6/86 gift);
- (h) IDS credit balance (approximately \$3,500.00 +).

The parties further agree that after the foregoing payments are made that the net proceeds from the sale of the home shall be divided sixty (60%) percent to the wife and forty (40%) percent to the Husband.

3. DIVISION OF CERTAIN PERSONAL PROPERTY INCLUDING HOUSEHOLD FURNITURE AND FURNISHINGS

The parties agree that the following items shall belong to the Husband free and clear of any right, title, interest or claim of the Wife, to wit:

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The parties further agree that each of the parties
home.

said wife shall be entitled to exclusive possession of said
The parties further agree that until the home is
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1. WAIVER OF MAINTENANCE

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NOW, THEREFORE, in consideration of the foregoing, and in
reference to the subject matter of this Agreement.

the benefit of advice, investigation, and recommendations with
counsel of CARY A. LIND as his attorney. Each party has had
the husband has employed and has had the benefit of the
of the counsel of CHARLES I. CALISOFF, as her attorney. That
E. That the wife has employed and has had the benefit
of them.

may have whether now or hereafter owned or possessed by either
property, real or personal which they now has, or

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interest or claim of the wife, to wit:

belong to the husband free and clear of any right, title,
The parties agree that the following items shall

3. DIVISION OF CERTAIN PERSONAL PROPERTY INCLUDING
HOUSEHOLD FURNITURE AND FURNISHINGS

forty (40%) percent to the husband.

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thereon.

utility bills for said home and hold the husband harmless
August 1989 and until the home is sold shall solely pay the
contribute \$521.00 and wife commencing with the month of
entirely being in the sum of \$1,042.00 (each party to
(1/2) of the monthly mortgage) said monthly mortgage in its

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1. Bassett bedroom set (queen size bed, dresser, chest, night stand);
2. Three sets of sheets, blue blanket, tiger, paprika/sandstone towels;
3. JOP bedroom lamps, green room lamp, beanbag chair;
4. Family room stereo, two shelving units;
5. Rocking chair, two rust-color chairs;
6. TV and VCR and stand, mantel clock;
7. Corner cabinet, fish tank and stand, white phone/answering machine;
8. Own jewelry and clothing and FUJI ALLEGRO and TREK 520 bicycles and related equipment;
9. Two Waterford brandy snifters, and Dansk champagnes;
10. Big Weber grill, coffee maker, Cuisinart, kitchen TV;
11. Most pots and pans, most cookbooks, dishes, and EKOO flatware;
12. Corky and cat stuff;
13. Some Christmas items, lights, most glass balls, silver cat, song birds.

The parties further agree that the following items shall belong to the wife free and clear of any right, title interest or claim of the Husband, to wit:

1. Dixie bedroom set (twin bed, dresser/mirror, chest);
2. Two sets of queen-size sheets, white blanket, blue towels, etc.
3. Bedroom stereo, two shell lamps, all photo albums;
4. Desk, two shelves, filing cabinet, blue/brown phones;
5. Sofa bed, plants/plant stands, grapefruit crates, fireplace stuff;
6. Grandma's floor lamp, dining room set, tablecloths;
7. China, crystal, silver, formal entertainment items;
8. Living room knick knacks, including Grandma's figurines;
9. Microwave oven and stand, Oneida Dover flatware, glassware;
10. Sunbeam mixmaster, toaster oven, Smokey Joe grill, FUJI ESPRIT bike;
11. Most Christmas items, some kitchen items (e.g., knives, mugs);
12. Own jewelry and clothing;
13. Some tools.

4. DIVISION OF AUTOMOBILES

The parties further agree that the Husband shall retain the 1980 Ford Granada automobile now in the joint names

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of the parties free and clear of any right, title, interest or claim of the Wife, and the Wife further agrees to assign over all of her right, title and interest in said automobile to Husband.

The parties further agree that the Wife shall retain the 1987 Toyota Tercel automobile now in the joint names of the parties free and clear of any claim, right, title, interest or claim of the Husband, and Husband further agrees to assign over all of his right, title and interest to said automobile to Wife.

The Wife further agrees to make all monthly payments due and owing on said automobile to the Citizens Banks of Park Ridge (balance due now in the sum of \$6,355.00) and to hold the Husband harmless thereon.

5. PENSION PLAN, PROFIT SHARING ETC. TO WIFE

The parties further agree that the Wife shall keep as her sole property free and clear of any right, title, interest or claim of the Husband the Walgreen Profit Sharing Pension Plan, Walgreen Employees Stock Ownership Plan and GTE stock now in her own name.

6. FINANCIAL RECORDS

The parties further agree that the Wife shall be entitled to retain the joint financial records of the parties and that she shall upon request of the Husband provide him with access to said financial records.

7. DIVISION OF OTHER ASSETS

The parties agree that Husband shall be entitled to \$3,000.00 (which includes his share of IDS saver's certificate) and the Wife shall be entitled to the following sums of money:

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- Thielen;
- (a) \$1,000.00 which was a gift from Patricia Thielen;
 - (b) \$700.00 in personal savings;
 - (c) \$1,866.,51;
 - (d) IDS saver's certificate of \$300.00 which will be signed over by Husband to Wife.

8. HEALTH AND HOSPITALIZATION INSURANCE

Wife is presently insured through employment with Walgreen's on a group dental and major health and hospitalization insurance policy.

In the event that Husband shall desire an individual spin-off of said insurance policy he shall have the sole responsibility of applying for said policy at his sole expense. Wife agrees to cooperate with Husband to accomplish.

9. CHARGE CARDS

The parties agree that each party will be responsible for their respective charges on the Shell gasoline card and further that Wife will hereafter obtain her own Shell card.

The parties further agree that the Husband will keep existing the First Card on which there is presently no balance and the Wife will keep the existing Harris (Charge-It) Visa and Wife agrees to assume any present balance due and owing on said charge card. Each party agrees to notify the necessary companies to remove the other from liability as shown.

10. NON-MODIFIABILITY OF AGREEMENT

The parties agree that the Settlement Agreement is non-modifiable.

11. EXECUTION OF DOCUMENTS

Each of the parties agrees that he or she will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to transfer, convey and release their respective interests in any

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property belonging to the other, the intention being that the settlement provided for in this Settlement Agreement shall constitute a complete adjustment of the property rights and all other rights of the parties hereto.

12. MUTUAL RELEASES

Except as herein provided, each of the parties hereto does forever waive, release and quit claim to the other party all rights of dower, homestead and all property rights and claims which he or she now has or may hereafter have as husband, wife, widow, widower, or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law of any State or of the United States of America or of any other country, in or to, or against the property of the other party, or his or her estate, whether owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself or herself or his or her heirs, executors, administrators or assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any, all or any part of the rights specified in and relinquished under this paragraph, specifically excluding therefrom any rights Husband and Wife may have to enforce the unexecuted provisions of this Settlement Agreement against Husband or Wife's estate in connection with obtainment of complete satisfaction of Husband's obligation toward Wife, or Wife's obligation toward Husband, as the case may be.

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13. INTEGRATION AND UNDERSTANDING OF PARTIES

This Settlement Agreement contains whole and entire the Settlement Agreement made by and between the parties hereto, and has been examined by each of the said parties, assisted by counsel of their respective choice, and is believed by them to be fair, just, and equitable with respect to each of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.

Maryellen T. Kari
MARYELLEN T. KARI

David D. Kari
DAVID D. KARI

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, MARYELLEN T. KARI, and the Respondent, DAVID D. KARI, are hereby dissolved.

B. Each of the parties hereto will promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

C. That both parties are forever barred to maintenance from the other, whether past, present or future.

D. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed of whatsoever kind and nature and wheresoever situated, including but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the Memorandum of Agreement, is forever barred and terminated.

E. That pursuant to the terms of the Settlement Agreement, the Settlement Agreement is non-modifiable.

F. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Settlement Agreement made in writing between the parties hereto dated October 5, 1989

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G. That Petitioner is given leave to resume instant her maiden name of MARYELLEN T. THIELEN.

ENTERED
OCT 5 1989
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CHARLES J. GRUPP

ENTER:

JUDGE

APPROVED

Charles I. Calisoff
CHARLES I. CALISOFF, Attorney for Petitioner

Mary Lind
MARY LIND, Attorney for Respondent

CHARLES I. CALISOFF, Attorney No. 01811
Attorney for Petitioner
111 West Washington Street, Suite 737
Chicago, Illinois 60602
312/263-5470

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