

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

IN RE THE MARRIAGE OF:)
)
 KATHLEEN BENNI,)
)
 Petitioner,)
)
 and) No. 89 D 17675
)
 PETER BENNI,)
)
 Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came the Petitioner, KATHLEEN BENNI, by her attorneys, BROOKS, HANKINS & SWIATKOWSKI, LTD., and this cause having come on previously for hearing as an uncontested matter as in matters of default pursuant to the stipulation of the parties and upon the Petition for Dissolution of Marriage of the Petitioner; the Petitioner having been represented by BROOKS, HANKINS & SWIATKOWSKI, LTD., Respondent did not retain an attorney, and represented himself before the Court pursuant to notice of proceedings; the Petitioner and Respondent having entered into a written Marital Settlement Agreement, and the Petitioner appearing in court with her attorney; and the Court having heard the testimony in 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 now being fully advised in the premises; FINDS that:

1. The Court has jurisdiction of the parties hereto and of the subject matter hereof;
2. That Petitioner was a resident and domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and have maintained said residence and domicile in Illinois for ninety (90) days preceding the making of the findings;
3. That the parties were lawfully married on July 26, 1981, and said marriage was registered in Cook County, Illinois.

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4. That the parties have two children, to wit: AMBER, born July 1, 1978 and KRISTA, born March 1, 1983. No children were adopted by the parties, and the Petitioner is not now pregnant.

5. That irreconcilable differences have arisen between the parties which has caused the irretreivable breakdown of the marriage and the Petitioner and Respondent are not living together as Husband and Wife.

6. That the parties hereto have entered into a written Marital Settlement Agreement dated JAN. 17, 1990, settling all questions of the maintenance and support, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters; which Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

This Agreement, made and entered into this 7th day of Jan, 1990, by and between PETER BONNI, hereinafter referred to as "Husband", and KATHLEEN BONNI, hereinafter referred to as "Wife".

WHEREAS, the parties were lawfully married on July 26, 1981, in Cook County, Illinois,

WHEREAS, the parties have two children, to wit: AMBER, born July 1, 1978 and KRISTA, born March 1, 1983. No children were adopted and the Wife is not now pregnant

WHEREAS, irreconcilable differences have arisen between the parties, who are now and have been estranged from each other, and are not living together as husband and wife.

WHEREAS, the wife has filed a case for Dissolution of Marriage, in the Circuit Court of Cook County, Illinois, under Case No. 89 D 17675.

WHEREAS, the parties hereto consider it in their best interest to settle between themselves now and forever their respective rights of property, homestead rights, rights to maintenance and support, and all other rights of property and otherwise growing out of the marriage relationship existing between them and which either of them now has, or hereinafter have or claim to have against each other and all rights of any kind, nature and description, which either of them now has or may hereinafter have or claim to have, in and to any property of every kind, nature and description, real, personal and mixed, now owned or which may hereinafter be acquired by either of them.

WHEREAS, Wife has employed and had the benefit of BROOKS, HANKINS & SWIATKOWSKI, LTD. as her attorneys. Husband has knowingly and wilfully decided to not retain an attorney in this matter and has been advised of his right to an attorney but persists in his refusal to obtain an attorney and represent himself.

ARTICLE I

MARITAL HOME

A. That within 3 days after the entry of the Judgment for Dissolution of Marriage herein, the Husband shall quit claim to Wife his entire right, title, claim and interest to the marital residence located at 3440 Golfview, Hazelcrest, Cook County, Illinois and legally described on Exhibit "A" attached hereto.

B. Wife shall have the exclusive right to occupy said premises (except for visitation as set forth hereinbelow). Wife shall place the premises for sale and upon the sale, shall be entitled to ~~50%~~^{50%} of the proceeds.

ARTICLE 11

CHILD CUSTODY AND SUPPORT

A. The Wife shall have the care, custody and control of the minor children of the parties.

B. That until such time as the aforesaid marital residence is sold, the child support to be paid by the husband shall be as follows:

1. That husband shall pay the mortgage, taxes, insurance and assessments for the residence.

2. That in addition thereto, husband shall pay all utilities for the residence, except that if the premises are not sold by January 31, 1991, then commencing February 1, 1991, he shall pay one-half of the utilities.

3. That so long as husband is making the payments in Paragraphs 1 and 2 above, he shall pay to Wife the additional sum of \$50.00 per week.

4. That upon the premises being sold, husband shall pay to Wife a sum equal to 25% of his net income, as defined by Chapter 40, Section 505 of the Illinois Revised Statutes, 1987. At the time the premises are sold, the husband shall supply Wife with his then current and prior six months earnings records so that the parties can ascertain the minimum weekly child support payments. Due to the fluctuating nature of the husband's income, the parties shall adjust the child support due, no less than every six months. The adjustment shall determine the amount of child support due, if any, based on husband's net monthly income and whether the minimum payment was less than the 25% of husband's monthly net income. ~~There shall be a 50% reduction in child support upon completion of minor child's education.~~ KB JB

C. Child support shall terminate upon the following:

1. The youngest child have a permanent residence with other than the Wife.

2. The marriage of the youngest child.

3. The youngest child attaining the age of 18 or graduation from ~~high school~~^{college}, whichever occurs last.

D. Husband shall have the right of visitation on alternate weekends from Friday at 7:00 p.m. to Sunday at 7:00 p.m. So long as the premises at 3440 Golfview, Hazelcrest, Illinois have not been sold, the husband shall have the

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right to exercise visitation in said premises. It is contemplated that the visitation would coincide with husband's visitation with his child of a former marriage.

E. Husband shall also have the right of visitation on alternate major holidays; to wit: Memorial Day, Fourth of July, Easter, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Years Day. By alternating, it is meant that one party would have the children one year and for that holiday the next year, the other party would have the children.

F. That in addition thereto, the Husband shall have the right of visitation for two weeks during the summer when the children are not in school.

G. That notwithstanding the aforesaid, the children shall be with their mother on Mother's Day and with their father on Father's Day.

ARTICLE III

MAINTENANCE

A. Husband waives and forever releases his claim to maintenance against Wife.

B. Wife waives and forever releases her claim to maintenance against Husband.

ARTICLE IV

COLLEGE EDUCATIONAL EXPENSES

A. The parties shall pay for the trade school or college education expenses of the children. By "educational expenses" there is meant and included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging assessments and charges and round trip transportation expenses between the trade school or college and the home of the children (if the children are in attendance at an out-of-town school or college, those round trips not to exceed four in any calendar year).

B. The parties' contribution shall be based upon the following:

1. The financial resources of both parents;
2. The standard of living the children would have enjoyed had the marriage not been dissolved;
3. The financial resources of the children;
4. All other relevant factors.

C. The parties' obligation is conditioned upon the following:

1. The children have at that time the desire and aptitude for a trade school or college education;
2. The schooling is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or involuntary military service.

ARTICLE V

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES

A. The husband shall pay and be responsible for any and all uninsured extraordinary and ordinary medical, dental, surgical or optical expenses of the children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightened, dental work, psychiatric or psychological care, operations and services rendered as a result of serious accident or as a result of serious illness requiring hospitalization or extended medical care, (i.e. allergy medication or treatment) but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illnesses), dental prophylaxis and the like.

B. The Husband shall maintain hospitalization, major medical and dental insurance for the benefit of the children until the youngest child graduates from college. Coverage under this insurance policy shall not terminate if a child is attending a college full time as defined in this agreement and such coverage is available through the then existing insurance.

C. The Wife shall consult with the Husband before incurring any of the said extraordinary expenses, except in cases of emergency.

D. The Husband shall maintain hospitalization, major medical and dental insurance for the Wife until such time as she remarries.

ARTICLE VI

DEBTS

A. The parties represent and warrant that, except as otherwise provided herein, neither party has incurred a debt or obligation for which the other party may be held liable. Each party shall be solely responsible for any debt or obligation which they have incurred and shall hold the other party harmless.

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ARTICLE VII

PENSION

A. Neither party has any pension or pension rights that were accrued during the marriage.

ARTICLE VIII

LIFE INSURANCE

A. Husband shall name the parties' children as irrevocable beneficiaries of all existing life insurance or that which may be obtained through employment and shall remain so until such time as the youngest child completes college, or fails to attend college on a full time basis. This shall not apply to any obligation husband has to maintain life insurance for children from a former marriage.

ARTICLE IX

OTHER ASSETS

A. Wife shall be the sole and exclusive owner of the 1986 Chrysler Fifth Avenue. Husband shall be responsible for and completely pay the existing loan on said car. Husband shall execute, when available, any documents necessary to transfer and assign title to Wife. Until such time as the marital residence is sold, Husband shall pay the insurance premium for said automobile.

B. The Wife shall be the owner of the furniture, furnishings, personal property and appliances in the marital residence except for those items that the parties mutually agree shall be the Husband's.

ARTICLE X

GENERAL PROVISIONS

A. Execution of Documents: Each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estate in the respective parties hereto, as herein provided, and thereafter, 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 purposes 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 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,

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assignment and conveyance of all rights and hereinabove designated to be transferred, assigned and conveyed, and a full present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

B. Mutual Release: Except as herein provided, each of the parties hereto does forever waive, release and quit claim to the other party, all rights of maintenance, dower, homestead, inheritance and any and all beneficial interest that either party may have in the life insurance owned by the other or in and to any beneficial interest that each party may have in any trust fund or account owned by the other, and all other property rights, which he or she now has or may hereafter have as husband, wife, widow, or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by the other party.

This Agreement shall be governed by the laws of the State of Illinois, shall become effective upon the Judgment of Dissolution of Marriage being granted, and all of its provisions shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

Kathleen Bernini
KATHLEEN BERNINI

Peter Bernini
PETER BERNINI

BROOKS, HANKINS & SWIATKOWSKI, LTD./#15364
Attorneys and Counselors at law
15100 South LaGrange Road
Orland Park, IL 60462
708/349-1595
1/19/90

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THE PARTIES EACH EXPRESSLY ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THE FOREGOING MARITAL SEPARATION AGREEMENT AND THE TERMS AND PROVISIONS THEREIN. THE PETITIONER ACKNOWLEDGES THAT EACH OF THE SAID PROVISIONS HAS BEEN FULLY EXPLAINED TO HER BY HER ATTORNEY AND THE RESPONDENT ACKNOWLEDGES THAT HE UNDERSTANDS EACH OF THE SAID PROVISIONS. THE RESPONDENT FURTHER ACKNOWLEDGES THAT HE HAS BEEN ADVISED BY THE ATTORNEY FOR THE PETITIONER THAT THE SAID ATTORNEY REPRESENTS ONLY THE PETITIONER AND THAT HE HAS NEITHER REPRESENTED NOR ACTED ON THE BEHALF OF THE RESPONDENT IN ANY MANNER OR RESPECT. THE RESPONDENT FURTHER ACKNOWLEDGES THAT HE HAS WILLINGLY DECLINED TO RETAIN HIS OWN COUNSEL AFTER BEING ADVISED TO DO SO BY THE ATTORNEY FOR THE PETITIONER. EACH PARTY AGREES THAT THE PROVISIONS OF THE SAID MARITAL SEPARATION AGREEMENT ARE ACCURATE AND REFLECT THEIR UNDERSTANDING AND AGREEMENT.

Kathleen Benni
KATHLEEN BENNI

Peter Benni
PETER BENNI

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LEGAL DESCRIPTION

LOT 83 AND THE EAST 7.00 FEET OF LOT 84 IN VILLAGE WEST CLUSTER 5, A SUBDIVISION OF PART OF A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 AND EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN REGISTERED IN THE REGISTRAR OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2665716, ON DECEMBER 15, 1972 IN COOK COUNTY, ILLINOIS.

Commonly known as : 2420 Golfview Drive, Hazelcrest, Illinois

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EXHIBIT "A"

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ON MOTION OF THE ATTORNEY OF THE PETITIONER:

A. That the parties be and are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, KATHLEEN BINNI, and the Respondent, PETER BINNI, be and are hereby dissolved.

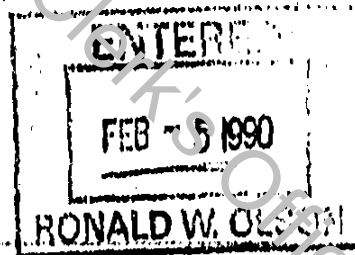
B. That the written Marital Settlement Agreement between the Petitioner and the Respondent dated Jan 17, 1990 and herein set forth in full is made a part of the Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement.

C. Promptly upon demand by the other party, each of the parties hereto shall execute and deliver to such other party any and all documents that may be necessary to execute and fulfill the terms of this Judgment.

D. That 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 aforementioned written Marital Settlement Agreement.

DATED: _____

ENTERED: _____
JUDGE



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BROOKS, HANKINS & SWIATKOWSKI, LTD./#15364
Attorneys and Counselors at law
32800 South Washington Road, Suite 200
Orland Park, Illinois 60462
312-349-1595

DATE

Kathleen Binni
KATHLEEN BINNI

Peter Binni
PETER BINNI

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND APPEAL THEREOF IS SUBJECT TO THE
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REGISTRAR OF TITLES

IDENTIFIED
No.
SEARCHED
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INDEXED
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INTERCOUNTY TITLE CO. OF ILLINOIS
120 WEST MADISON
CHICAGO, ILLINOIS 60604

BOX 97

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 2/14/90

Armed in P. Prinski

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

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