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STATE OF ILLINOIS)
COUNTY OF C O O K)

#90802

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

IN RE THE MARRIAGE OF:

MARY BETH PEHLER.

Petitioner,

AND

72-65-800 (FU)

RAYMOND PEHLER

Respendent.

NO. 90 D 01933

JUDGMENT FUR DISSOLUTION OF MARRIAGE

THIS CAUSE coming to be heard upon the Petitica for Miradi.

Marriage of the Petitioner, MARY BLTF PEHLER, and the Response thereto of the Respondent, RAYMOND PEHLER, and a Stipulation of the parties that the abovementitled cause may come to be heard as an Uncontested matter, as in cases of default upon the said Petition for Dissolution of Marriage of the Petitioner and the Response thereto of the Respondent. The Patitioner, MARY BETH PEHLER, appearing in open court in her own and proper person and by her attorneys, the law firm of STILLO & DE MEO, and the Respondent, RAYMOND PEHLER, appearing in his own and proper person Pro Se and the parties having executed a Marital Settlement Agreement, and the court having heard the testimony of the Petitioner, adduced in support of ber Petition for Dissolution of Marriage, a certificate of which evidence having been signed and sealed is filed herein and made a part hereof, and in the Respondents testimony with respect of his answer thereto, and the court having heard the evidence and now being fully advised in the premises;

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FINDS

- 1. That this Court has jurisdiction of the parties and the subject matter hereto.
- 2. That the Petitioner is now and has been for more than one year last past continuously and immediately preceding the filing of her Petition for Dissolution of Marriage in this cause. A bona fide resident of the County of Cook, State of Illinois.
- 3. That at the commencement of the within action, the Petitioner and the Respondent were residents of the County of Cook and were residence in the State of Illinois and nove maintained said residency at least ninety (90) days preceding the making of these findings and the entry of this Judgment for Dissolution of Marriage.
- 4. That the Petitioner and Respondent were lawfully married on 5/24/87, and said marriage was registered in the County of Cook, State of Illinois.
- 5. That the parties have suffered an interrievable breakdown of their marriage, due to irreconcilable differences and attempts at reconciliation have been futile and further attempts at reconciliation would be futile and not in the best interests of the parties. Further, the parties have lived separate and apart since 8/31/89, a period in excess of six (6) months and an affidavit waiving the two year statutory requirement has been executed and filed berein.
- 6. That no children were born or adopted as a result of the marriage and the Petitioner is not now pregnant.
- 7. That the Petitioner is 25 years of age and is presently employed by International Freight Services, earning approximately \$1,600.00 net per month. The Respondent is 29 years of age and is presently employed by

8. That the Petitioner and Respondent on the 6 day of April 1990, entered into a Written Marital Settlement Agreement, providing for the settlement, resolution and disposition of all of their respective property rights and marital rights growing out of their marital relationship. Said agreement has been presented to this court for its determination, considersa in a cook county clerk's Office tion and is in words and figures as follows:

RI"

UNOFFICIAL COPY ,

SETTLEMENT AGREEMENT

WITNESSETH:

WHEREAS, the parties hereto were lawfully married on the 24th day of May, 1987, at Cook County, Illinois and are now Husband and Wife; and WHEREAS, there were no children born or adopted by the parties hereto

as a result of their marriage; and

WHEREAS, without any collusion as to any contemplated dissolution of marriage proceedings between the parties but without prejudiced as to any right of action which either may have, the parties bereto consider it to be in their best interests, to settle between themselves, now and forever, their respective property and dower rights and any and all rights of property or otherwise growing out of the marital relationable or any other relationable now or previously existing between them and valid either of them now has or previously had or may hereinafter have or claim to have against the other, all rights of every kind, nature and description which either of them now has or may hereinafter have or claim to have against the other or in or to any property of the other of every kind, nature and description whether personal, real or mixed, now owned or which may hereinafter be acquired by either of them and all rights and claims of every kind, nature and description which either of them now has or may hereinafter have or claim against the estate of the other; and

WHEREAS, the Wife has employed and had the benefit of counsel of the firm of STILLO & DE MEO and the Husband filed his Appearance Pro Se, and each has made a full disclosure to the other of all properties owned by them and of all income derived therefrom and from all other sources.

NOW THEREFORE, in consideration of the foregoing and of the sum of TEN (\$10.00) DOLLARS, in hand, paid by each party to the other and in further consideration of the mutual and several covenants herein contained and for other good and valuable considerations by each to the other delivered, the parties do freely and voluntarily agree by and between themselves as follows:

- A. This Agreement is not one to stimulate or obtain a Dissolution of Marriage. Each party reserves the right to prosecute any action for Dissolution of Marriage which he or she may be reinafter bring and to defend any action which may be commenced by the other.
- B. That in the event either party hereto does secure a Dissolution of Marriage, this Agreement shall be presented to the Court as the Agreement between the parties hereto as the complete Agreement forever settling and determining their respective property rights and if the same shall be found not to be unconscionable by the Court shall become by incorporation and by reference a part of the Judgment for Dissolution of Marriage. In the event a Judgment for Dissolution of Marriage is not granted to either party, this Agreement is null and void.
- C. The parties agree that the other shall have as their sole and exclusive property, free and clear of any interest in the same by the other, all personal and household property presently in their possession or control.
- D. The Wife agrees that the Husband shall have as his sole and exlusive property, free and clear of any interest by the Wife, the 1988

Chevy Nova, presently in his possession and control and the Husband agrees the Wife shall have as her sole property the 1989 Chevy Spectrum. Further upon entry of Judgment for Dissolution of Marriage, the parties shall be solely and individually liable for, pay, indemnify, and hold the other harmless on any indebtedness on or arising out of said ownership.

- E. The Wife agrees that she shall waive any claim she may have to maintenance from the Husband by virtue of the marriage, past, present, or future.
- F. The Husband agrees that he shall waive any claim he may have to maintenance from the Fife by virtue of the marriage, past, present, or future.
- Avenue, Chicago Ridge, shall be placed on the market for sale as soon as is practically possibly and the parties shall accept any reasonable offer of \$76,000.00 or better that is given. When sold the lat mortgage shall be paid from the proceeds as well as the village assessment and the joint credit card bills. However, only so much of the balance, on the joint credit card bills, as existed either on 8/31/89 or the present, whichever is lower, shall be paid, any further amounts being the sole responsibility of the Husband who shall pay, indemnify and hold the Wife harmless of the same. The parties shall split the remaining net proceeds of sale 507 each.
- H. The parties agree that they shall each pay and be solely liable for any and all outstanding debts and obligations they may have individually incurred since the date of separation and those in their own name, and they shall hold one another harmless for each others debts and obligations hereunder.
 - I. Both parties consent, acknowledge and agree that they shall each

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keep all pension and retirement accounts and accounts of the like presently under their own name and in their own possession as their sole and exclusive property, free and clear of any interest of the other.

- J. Both parties consent, acknowledge and agree that the Wife shall be solely and exclusively responsible without any contribution from the Husband for her legal fees to the firm of STILLO & DE MEO.
 - ► K. The wife shall return to the use of her maiden name HACKL.
- L. The parties agree the Wife shall have as her sole and exclusive property all funds on deposit at United Savings in both/and either parties names, free and clear of any interest in the same by the Husband. Further, the checking account at Earliage County Bank of Oaklawn shall be closed and the proceeds shall be the Husbands property. All other bank accounts and financial accounts shall be the property of the parties whose name is on title.
- M. Each party shall keep all life insurance policies and stock in their own name as their own property, free and clear of any interest in the same by the other.
- N. Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the title and estates in the respective parties hereto, and as hereinabove provided, and thereafter.

Each of the parties, his or her heirs, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make effective the provisions of this Agreement, and to release his or her respective interest

in any property, real or personal, belonging to or awarded to the other, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of property rights of the parties hereto.

Q. To the fullest extent permitted to do so, and as except as berein otherwise 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 representative and assigns, all rights of maintenance, alimony, dower, inheritance, title, claim or interest and estate as husband and wife, widow or widower, or otherwise by reason of the marital relationship existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the party and assets of the other, real, personal or mixed, or his/her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or 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 egrees for himself, or herself, his or her heirs, personal representative and assigns, for the purpose of enforcing any or all of the rights relinquished under this · Agreement; and each of the parties agree that in the event ear suit shall be commenced, this release when pleaded, shall be and constitutes a complete defense to any such claim or suit so instituted by the other party thereto and each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any and all such deeds, releases or other instruments and further assurances that my be required or reasonably required to effect a release and waiver and relinquishment 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 on this Agreement, or the rights of either party in this Agreement.

- P. Both parties agree this Agreement shall be non-modifiable pursuant to the Illinois Marriage and Dissolution of Marriage Act.
- TQ. Both parties agree this Court shall retain jurisdiction of this cause for the purpose of enforcing the terms of this Agreement.

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

MARY BETH BEHLER, Petitioner

RAYMOND PEHLER, Respondent

SUBSCRIBED AND SWORN to

before me this

1990

NOTARY PUBLIC

Law Offices of STILLO & DE MEO 185 North Wabash Suite 1216 Chicago, Illinois 60601 (312) 332-2387 Attorney No. 90802 AND, the Court having considered the Agreement and the circumstances of the parties, FINDS that the Marital Settlement Agreement was fairly and voluntarily entered into by the parties hereto and is fair and equitable in its terms and provisions and is found not to be unconscionable.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED, and this Court by Fixture of the power and authority therein vested and the statute in such case made and provided, DOTH ORDER, ADJUDGE and DECREE as follows:

- A. That the Petitioner, MARY BETH PEHLER, and the Respondent, RAYMOND PEHLER, be and they are hereby granted a Judgment For Dissolution of Marriage and that the bonds of matrimony heretofore existing between them be the same are dissolved accordingly.
- B. That the aforementioned Agreement, hereinbefore referred to and entered into by and between the parties hereto, is hereby found not to be unconscionable in all respects and confirmed and incorporated within and made a part of this Judgment For Dissolution of Marriage and each of the parties hereto shall abide by the said Agreement heretofore entered into by the parties hereto.
- C. That this Judgment shall be non-modifiable pursuant to \$502 of the Illinois Marriage and Dissolution of Marriage Acc

D. This Court shall retain jurisdiction of this cause for the purpose of enforcing the terms of the Judgment for Dissolution.

E. The Wife shall return to the use of her minder has

ENTER:

APPROVED:

MAKY BETH FEHLER, Petitioner

Attorney for Petitioner

Law Offices of despession of the STILLO & DE MEO

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Chicago, Illinois 60601

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