

# UNOFFICIAL COPY

Release (Satisfaction) of Judgment (Employer) (Garnishee) 0 5 9 0 5 7 7 0 (5-81) CCG-7

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

RICHARD C. TIEMENS

defendant

3906770

~~XXXXXXXX~~

CORA TIEMENS

plaintiff

NO. ... 87, D. 23775.....

XX

~~XXXXXXXXXXXXXXXXXXXX~~

## RELEASE (SATISFACTION) OF JUDGMENT

..... RICHARD C. TIEMENS ..... the ..... JUDGMENT CREDITOR .....  
(Judgment creditor) (assignee of record)

..... having received full satisfaction  
(legal representative)

and payment, releases the judgment entered on ..... AUGUST 1, ..... 3906770 9.90 ..

against ..... CORA TIEMENS ..... for  
~~XXXXXXXX~~ ~~XXXXXXXX~~

\$ ..... TWENTY THOUSAND DOLLARS ..... and costs.

as per paragraph 8.1 of the Judgment for Dissolution of Marriage.

..... 19.....  
*Richard C. Tiemens*

Approved: *[Signature]*  
Attorney of record

Name JOHN E. MRJENOVICH #51499  
Attorney for Plaintiff  
Address 3043 Ridge Road  
City Lansing, IL. 60438  
Telephone (708) 895-6800

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

RICHARD C. TIEMENS

defendant

~~XXXXXXXXXX~~

CORA TIEMENS

plaintiff

NO. . 87, P. 23775.....

X

~~XXXXXXXXXXXXXXXXXXXX~~

RELEASE (SATISFACTION) OF JUDGMENT

RICHARD KULERSKI

the

(judgment creditor) (assignee of record)

LEGAL REPRESENTATIVE

(legal representative)

having received full satisfaction

and payment, releases the judgment entered on AUGUST 1, 1990..

against CORA TIEMENS for

~~XXXXXXXX~~

~~(XXXXXXXX)~~

\$ 390,377.00 and costs.

as per paragraph 12.2 of the Judgment for Dissolution of Marriage.

*Richard Kulerski*  
1990

Approved:

Attorney of record

Name JOHN E. MRJENOVICH  
Attorney for Plaintiff  
Address 3043 Ridge Road  
City Lansing, IL. 60438  
Telephone (708) 895-6800  
Atty No.

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

IN RE: THE MARRIAGE OF )  
RICHARD C. TIEMENS )  
Petitioner )  
and )  
CORR TIEMENS )  
Respondent. )

No. 87 D 23775

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY came again the said petitioner, RICHARD C. TIEMENS, by his attorney, ROSS B. SHUGAN, and the respondent, CORA TIEMENS, by her attorney, J. RICHARD KULERSKI, both parties having appeared in open Court, and it appearing to the Court that said respondent has had due notice of the pendency of this suit by having filed her Appearance and Response; and this cause coming on for hearing on the Petition of the petitioner and Response of the respondent.

And the Court having heard the testimony of the parties taken in open Court, a certificate of which evidence is filed herein, and now being fully advised in the premises, FINDS:

That it has jurisdiction of the parties hereto and the subject matter hereof.

That the petitioner at the time of filing of said petition was domiciled and a resident in the State of Illinois and said domicile and residence has been maintained for 90 days prior to the findings herein.

*Shugan attorney*

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That the parties hereto were lawfully married on September 30, 1967 and that said marriage was registered at St. John, Indiana; that six children were born to the parties as a result of their marriage; that no children were adopted by the parties; that the respondent is not presently pregnant.

That an irretrievable breakdown of the marriage has occurred due to irreconcilable differences between the parties and the parties have lived separate and apart for over two years. That past reconciliation attempts have failed and that future reconciliation attempts would be fruitless.

The Court further finds that the parties hereto have entered into an Agreement in writing to settle and adjust the matters in dispute between them, subject to the approval by this Court, which Agreement the Court finds to be binding upon the parties and which is in words and figures, to wit:

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

IN RE: THE MARRIAGE OF	)	
	)	
RICHARD C. TIEMENS	)	
Petitioner,	)	
	)	
and	)	No. 87 D 23775
	)	
CORA TIEMENS,	)	
Respondent.	)	

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made August 1, 1990,  
in Chicago, Illinois, by and between RICHARD C. TIEMENS,  
hereinafter referred to as the "Husband," and CORA TIEMENS,  
hereinafter referred to as the "Wife."

The parties were lawfully married on September 30, 1967  
in St. John, Indiana.

Irreconcilable difficulties and differences have arisen  
between the parties, as a result of which they separated and  
they now live separate and apart from each other.

The Husband has filed a Petition for Dissolution of  
Marriage in the Circuit Court of Cook County, Illinois, known as  
case No. 87 D 23775, and that case remains pending and  
undetermined.

The parties hereto consider it to their best interests  
to settle between themselves the questions of maintenance for

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the Wife, the questions of custody, support, maintenance and medical and related needs and the education of the children of the parties and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may have hereafter or claim to have against the other and all rights of every kind, nature, and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal, now owned, or which may hereafter be acquired by either of them; or any rights or claims in and to the estate of the other.

The Husband has employed and had the benefit of counsel of LEVINE, WITTENBERG, EISNER & SHUGAN, as his attorneys. The Wife has employed and had the benefit of counsel of J. Richard Kulerski as her attorney. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate, and income of the other and that each has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration the receipt and sufficiency of

which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Custody and Visitation

1.1 That the Wife is awarded the custody of the minor children, Sheryl, born March 22, 1976; Cora, born November 3, 1979 and Julie, born January 25, 1982.

1.2 That the Husband is awarded unrestricted visitation with said children each Wednesday from 5:00 p.m. to 8:00 p.m. and on one day every other weekend (to alternate between Saturday and Sunday) for twelve (12) hours, and for a reasonable time on Husband's birthday. In the event that the weekend visitation on a particular occasion is impractical, the visitation for said occasion shall be rescheduled for the weekend. The Husband is also awarded unrestricted visitation with the minor children each Father's Day for six (6) hours (the minor children shall be in the Wife's possession each Mother's Day), each Christmas Eve for six (6) hours and each Thanksgiving for six (6) hours. The Thanksgiving visitation shall be from 9:00 a.m. to 3:00 p.m. The Wife shall have the minor children each Christmas Day and each Easter. In even-numbered years the Husband shall have unrestricted visitation with the minor children on Memorial Day and Labor Day for six (6) hours. The Wife, in even-numbered years, shall have the children on the

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Fourth of July. In odd-numbered years, the Husband shall have unrestricted visitation with the minor children on the Fourth of July for six (6) hours and the Wife shall have the minor children on Memorial Day and Labor Day. That the Husband shall have unrestricted visitation with the minor children on New Year's Eve in even-numbered years and on New Year's Day in odd-numbered years. The Wife shall have the minor children on New Year's Day in even-numbered years and on New Year's Eve in odd-numbered years.

1.3 The parties further agree that the parties and minor children shall attend family therapy to facilitate the above visitation, to monitor the aforesaid visitation, and to attempt to implement overnight visitation by the Husband. The cost of said counseling shall be allocated as follows: the Husband shall pay the cost of the first six visits; thereafter the Husband shall pay two-thirds and the Wife one-third of the cost of same. This allocation of therapy costs is based upon the contemplation that the counselor will have both parties and the minor children attend the therapy session during this six (6) month period.

1.4 The aforementioned visitation and the issue as to further family therapy and the issue as to allocation of the cost of therapy shall be reviewable six months after the entry of Judgment for Dissolution of Marriage.

1.5 That the Husband shall have access to all medical and school records of the minor children; that the Wife shall so inform the children's schools.

ARTICLE II

Child Support and Exemptions

2.1 That the Husband shall pay directly to the Wife the following sums as and for child support; 32% of his net income from employment with a minimum of \$830.00 per month for three children; 25% of his net income from employer with a minimum of \$625.00 per month for two children; 20% of his net income with a minimum of \$500.00 per month for one child. Net income is defined as gross income minus federal and state withholding (properly calculated on the basis of the proven withholding status with proper number of exemptions), FICA, any union dues, if any, and any deduction for mandatory pension or for life or health insurance. That the Husband shall provide the Wife with his paystubs each pay period to verify that the proper amount of support is being paid. He shall also provide the Wife with a copy of his Federal income tax return each year for which he has a support obligation.

2.2 The Husband's obligations under paragraph 2.1 of this Article shall continue with respect to a child until the first to occur of the following events: (a) the child's reaching the age of 18 years or graduating high school, whichever last

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occurs; (b) the child's reaching the age of 19 years; (c) the child's death; (d) the child's entering the Armed Forces of the United States; (e) the child's marriage.

2.3 That the Husband is granted leave to claim the minor children Sheryl and Cora as exemptions and dependents for Federal and State income tax purposes. The Wife shall execute any documents necessary to effectuate this provision by January 15th of each year. That the Wife is granted leave to claim the minor children Barbara and Julie as exemptions and dependents for Federal and State income tax purposes. That the Husband shall execute any documents necessary to effectuate this provision.

## ARTICLE III

### Medical Insurance and Medical

#### Expenses for the Children

3.1 That the Husband shall maintain his existing medical insurance for the benefit of the minor children.

3.2 That all medical, dental, orthodontic, optical, surgical, hospital, psychiatric and psychological expenses of the minor children shall be submitted to Husband's insurance carrier for payment. That any balance on said bill remaining after insurance has paid its allotted portion shall be divided equally between the parties.

3.3 That the Wife shall not incur any such expenses

for the minor children which involves treatment aggregating in an amount greater than \$200.00 without consulting the Husband except in cases of grave emergency. Further, the Wife shall continue to utilize the authorized medical provider under Husband's HMO plan, for medical services for the children.

3.4 That the parties respective obligations under this Article shall continue and with respect to a child until the first to occur of the following events: (a) the child reaches the age of 18 years or graduating high school, whichever last occurs; (b) the child's reaching the age of 19 years; (c) the child's death; (d) the child's entering the Armed Forces of the United States; (e) the child's marriage.

ARTICLE IV

Life Insurance

4.1 That the Husband shall maintain life insurance in an amount not less than \$50,000.00 naming the Wife as trustee for the minor children as irrevocable beneficiary of same.

4.2 That the Husband's obligation under this Article shall continue until his child support obligation is terminated pursuant to Article II.

ARTICLE V

College

5.1 The Husband and Wife shall contribute to the college education expenses of the children. The Husband's and

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Wife's obligation to contribute is conditioned upon the following: (a) the child has at that time the desire and aptitude for a college education; (b) the college education is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service, and (c) the Husband and Wife have the financial ability to pay such college expenses.

5.2 The decisions affecting the education of the children, including the choice of college shall be made jointly by the parties and shall consider the expressed preference of the child, but neither party shall unreasonably withhold his or her consent to the expressed preference of the child. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition.

## ARTICLE VI

### Medical Insurance for the Wife

6.1 That to the maximum extent allowed under COBRA, the Wife shall be allowed to elect and maintain for herself medical insurance continuation for herself. That the Wife shall be solely responsible for the premium on same.

## ARTICLE VII

### Maintenance

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7.1 That the Husband waives his rights to maintenance against the Wife and is hereafter barred from same. That the Husband's waiver of maintenance is non-modifiable.

7.2 That the Wife waives her rights to maintenance against the Husband and is hereafter barred from same. That the Wife's waiver of maintenance is non-modifiable.

ARTICLE VIII

Real Estate

8.1 That the parties own in joint tenancy the marital home located at 18219 Dorchester, Lansing, Illinois, and six (6) lots. See legal description attached hereto as Exhibit 1. That immediately upon entry of Judgment for Dissolution of Marriage in this cause, the Husband shall execute a quit claim deed conveying all of his rights, title and interest in and to said properties to the Wife concurrently. The Wife shall pay to the Husband by cashier's or certified check the sum of \$20,000.00 as and for his interest in and to said properties. That the Wife shall be responsible for payment of the real estate taxes, insurance and utilities and shall hold the Husband harmless thereon. The transfer of the Husband's interest in said properties to the Wife is being made in acknowledgement of their respective contributions to the accumulated marital estate and is division of common ownership of marital property. Such transfer is not a taxable event.

8.2 That the cemetery lots shall be awarded to the Husband.

ARTICLE IX

Personal Property

9.1 That the Wife is awarded all of the furniture and furnishings of the marital home as her sole and separate property free and clear of any claim on the part of the Husband except for certain lawn furniture ~~except wrought iron lawn furniture~~ <sup>To WIFE</sup>, welding equipment (the actual welding machine shall be given to Wife's brother), a cabinet <sup>with contents</sup>, tools, 2 lawn mowers, wheelbarrow, wheeldolley, bench grinder, vise, jack and jack stands, 1 <sup>large</sup> barbecue, <sup>snowblower picnic table, hot bath, yard tools including kitchen dollar bill sets</sup> swing and Husband's personal effects which are awarded to the Husband. The 12 gauge shotgun is awarded to the child Rick.

9.2 That the Husband is awarded the 1982 Chevrolet pick-up truck as his sole and separate property free and clear of any claim on the part of the Wife.

9.3 That the Wife is awarded the 1984 Oldsmobile Cutlass as her sole and separate property free and clear of any claim on the part of the Husband.

9.4 Except as otherwise provided herein, each party is awarded those items of personal property in its possession free and clear of any claim on the part of the other.

9.5 The 1982 Ford Mustang shall remain the sole

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property of Barbara Tiemens and Husband shall be responsible for the balance due on the loan on the car owing to Lois Chinowski. Husband shall immediately upon entry of Judgment for Dissolution of Marriage execute an assignment of the title on said vehicle to Barbara Tiemens.

ARTICLE X

Profit Sharing

10.1 That the Husband is awarded his profit sharing account with his employer as his sole and separate property free and clear of any claim on the part of the Wife.

ARTICLE XI

Debts

11.1 That the Husband shall be responsible for any debts he has incurred since the date of separation of November 26, 1987 and shall hold the Wife harmless on same.

11.2 That the Wife shall be responsible for any debts she has incurred since the date of separation of November 26, 1987 and shall hold the Husband harmless on same.

ARTICLE XII

Attorney's Fees

12.1 That the Husband shall be solely responsible for all of his attorney's fees owing to his present or past attorney in this cause. That the Husband shall pay to LeVINE, WITTENBERG, EISNER & SHUGAN, the sum of \$2,300.<sup>00</sup> as and for



the balance due on his attorney's fees payable immediately upon entry of Judgment for Dissolution of Marriage.

ARTICLE XIII

Miscellaneous

13.1 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, 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 interests 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 the property rights of the parties hereto.

13.2 Except as otherwise provided herein, each of the parties hereto does hereby forever relinquish, release, waive, and quit claim to the other party hereto all property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, or by reason of the marital relations now existing between the parties hereto or by virtue of any present or future law of any state or of the United States of America or any other country, in or to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party.

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Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators and assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

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

Richard C. Tiemens  
RICHARD C. TIEMENS

Cora Tiemens  
CORA TIEMENS

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EXHIBIT 1

MARITAL SETTLEMENT AGREEMENT - TIEMENS  
87 D 23775

MARITAL RESIDENCE COMMONLY KNOWN AS 18219 DORCHESTER, LANSING, ILLINOIS AND LEGALLY DESCRIBED AS FOLLOWS:

- LOT TWENTY-FIVE (25)
- LOT TWENTY-SIX (26)
- LOT TWENTY-SEVEN (27)
- LOT TWENTY-EIGHT (28)
- LOT TWENTY-NINE (29)
- LOT THIRTY (30)

IN THE SUBDIVISION OF BLOCK TWO (2) IN MORTON'S SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

\*\*\*\*\*

PARTIES' VACANT LOTS ADJOINING MARITAL RESIDENCE LEGALLY DESCRIBED AS FOLLOWS:

- LOT NINETEEN (19)
- LOT TWENTY (20)
- LOT TWENTY-ONE (21)
- LOT TWENTY-TWO (22)
- LOT TWENTY-THREE (23)
- LOT TWENTY-FOUR (24)

IN THE SUBDIVISION OF BLOCK TWO (2) IN MORTON'S SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority herein vested, and the Statute in such case made and provided

DOTH ORDER, ADJUDGE, AND DECREE as follows:

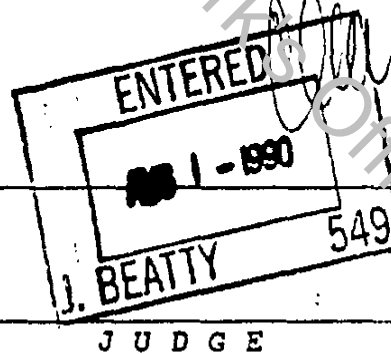
A. That a Judgment for Dissolution of Marriage be awarded to the parties dissolving their marriage.

B. That the Property Settlement Agreement hereto entered into between the parties is hereby made part of this Judgment, and each of the parties are directed to comply with all the terms and conditions thereof.

C. That this Court retain jurisdiction of the aforementioned matters for the purpose of enforcing all of the terms and conditions of the Judgment for Dissolution of Marriage.

DATED: \_\_\_\_\_

ENTER: \_\_\_\_\_



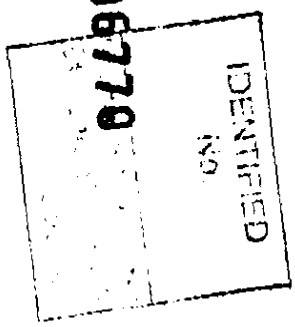
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LeVINE, WITTENBERG, EISNER & SHUGAN  
930 W. 175th Street  
Homewood, Illinois 60430  
708 957-5500  
Attorney #25158

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