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Attorney No. 91478

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

IN RE THE MARRIAGE OF

GERALD F. ZIELINSKI,

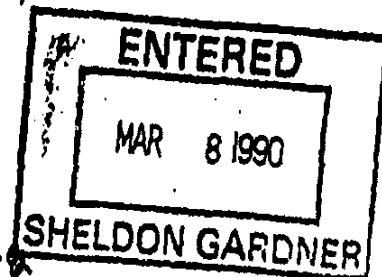
Petitioner,

and

JUDITH A. ZIELINSKI,

Respondent.

No. 89 D 18578



JUDGMENT FOR DISSOLUTION OF MARRIAGE

On Mar 8, 1990 the Petitioner, GERALD F. ZIELINSKI, by his attorneys, SHIMBERG and CROHN, proceeded to trial before the Honorable Judge Gardner the Respondent having appeared pro se, the Court having taken testimony in open Court in support of the verified Petition filed herein, a certificate of which evidence has been ordered filed herein, and the Court being fully advised in the premises:

FINDS:

1. That the Court had jurisdiction of the parties and the subject matter.
2. That the Petitioner was a resident of the State of Illinois at the time of filing of said verified petition and said residence has been maintained continuously for ninety days next preceding the making of the findings herein.
3. That the parties were lawfully married on August 31, 1963 and that said marriage was registered at Chicago, Cook County, Illinois.
4. That there were two children born to this marriage, both of whom are now emancipated, namely: Robert, born June 26, 1969 and Linda, born June 4, 1964; and Laura, born March 8, 1968. That no children were adopted as a result of the marriage and the Petitioner is not now pregnant.
5. That the Petitioner, by competent evidence, has established that irreconcilable differences have caused an irremediable breakdown of the marriage. That the parties have lived separate and apart for a period sufficient to meet the Statutory Requirements.

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6. That the parties have entered into a written agreement attached hereto and made a part hereof as "Exhibit 1," which is in words and figures as follows:

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AGREEMENT

THIS AGREEMENT made this 20th day of February, 1980 at Chicago, Illinois by and between GERALD F. ZIELINSKI hereinafter referred to as "GERALD", and JUDITH A. ZIELINSKI hereinafter referred to as "JUDITH", both of the County of Cook and State of Illinois.

The inducements leading to the execution and delivery of this Agreement are:

The parties were lawfully married on August 31, 1963 and that said marriage was registered in Chicago, Cook County, Illinois.

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.

That as a result of the said marriage, three children were born to the parties, all of whom are over eighteen years of age and are emancipated, namely: Linda, born June 4, 1964, Laura, born March 8, 1968; and Robert, born June 26, 1969. No children were adopted by them and the Respondent is not now pregnant.

GERALD has filed against JUDITH an Action for Dissolution in the Circuit Court of Cook County, Illinois under case number 89 D 18576. Said cause remains pending and undetermined.

Without collusion as to said proceedings and without any intent to obtain or stimulate a Dissolution, the parties hereto consider it to their best interest to settle between themselves, the question of maintenance and support for the parties, and to forever, finally and fully settle and adjust the respective rights of property of the parties and any and all other rights growing out of the marital or any other relationship, now or previously existing between them, and to fully and finally settle any rights which either now have or may hereafter have 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 a claim against the other, or in or to any property of the other, of every kind, nature, and description, whether real, personal or mixed, now owned or which hereinafter may be acquired by either of them, or any rights or claims in and to the estate of the other.

GERALD has employed and has had the benefit of counsel of LINDA R. CROHN of SHIMBERG and CROHN as his attorney and JUDITH, by her own choice, has represented herself. The parties

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acknowledge that each has been fully informed in the wealth, property, estate and income of the other, and that each has been fully informed of his or her respective rights in the premises.

Both GERALD and JUDITH expressly state that they have both freely and voluntarily entered into this Agreement, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof.

THEREFORE, in consideration of the mutual and several promises and undertakings contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

1. This Agreement is not one to obtain or stimulate a Dissolution.
2. Each of the parties hereby reserves the right to prosecute any action for Dissolution which each of them has brought or might bring in the future and to defend any action brought by the other.

ARTICLE II

1. Both parties specifically waive all rights to past, present and future maintenance and support.
2. Both parties specifically waive all rights to past, present and future interests they may have in each other's pension, profit sharing or retirement accounts. JUDITH shall cooperate in signing any papers necessary to release her interest in GERALD's pension and profit sharing accounts.

ARTICLE III

1. GERALD shall be entitled to the following personal property: dining room set; stereo, VCR; records; rotisserie; personal belongings; tools; and his profit sharing plan.
2. JUDITH shall be entitled to all such other personal and marital property that is not listed in paragraph 1 above.
3. JUDITH shall have sole possession of the 1983 Chevy automobile. JUDITH shall be solely responsible for any and all payments concerning the car and will hold GERALD harmless as to said payments. Upon the entry of the Judgment for Dissolution of Marriage, GERALD will sign the necessary papers to give title to the automobile to JUDITH.
4. The parties agree to file a joint Federal and State Income Tax Return for 1989. The parties agree that will split equally any refund that may be due them or pay equally any amount of taxes that may

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be due and owing.

ARTICLE IV

1. The parties presently own in joint tenancy the marital home located at 6041 West Warwick, Chicago, Illinois 60634.

2. GERALD will contribute \$400.00 per month payable to the mortgage company as and for part of the mortgage payment until the home is sold or for one year starting August 1, 1989, whichever comes first. Both parties shall be able to deduct their proportionate share of interest and real estate taxes on their 1990 Federal and State Income Tax Returns based upon the proportion of the monthly mortgage payment each one has made. As of the date of Dissolution of Marriage, GERALD will quit claim his interest in the marital home to JUDITH and said deeds shall be recorded after GERALD has made his last mortgage payment on July 1, 1990. Should the house be sold before July 1, 1990, GERALD will cooperate in signing any necessary papers to complete the sale of the home. All proceeds after the usual and customary closing costs will be awarded to JUDITH as and for her share of the marital property.

ARTICLE V

1. The parties agree that GERALD shall be responsible for the following marital debts: Visa Gold - Account No. 4271-3826-0713-0719, Chase Visa - Account No. 425-571-386-249, Visa - Account No. 4401-214-453-264, MasterCard - Account No. 5424-1800-7142-8202, Sears, and Amoco. GERALD shall indemnify and hold JUDITH harmless for the above debts.

2. The parties agree that JUDITH shall be responsible for the following marital debts: Discover Card, Madigans, Carson Pirie Scott, Prudential Mastercard, TWA, Household Bank. JUDITH shall indemnify and hold GERALD harmless for the above debts.

ARTICLE VI

1. The parties realize that all the children have reached the age of majority. GERALD has the ability to maintain the two younger children on his health insurance policy. GERALD agrees that he will maintain said children on the health insurance policy until each one reaches the age of twenty-three.

ARTICLE VII

1. Waiver of Rights in the Property of the Other. Except as otherwise provided in the Agreement, each of the parties hereto covenants and agrees that each such party shall have and retain sole and

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exclusive right, title and interest respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property all choses in action, real estate, interests as beneficiaries of trusts, bank balances, royalties, bonds, stocks and securities.

2. *Execution of Documents.* Each of the parties hereto agrees that he or she will upon demand by the other, his or her heirs, executors and administrators at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release his or her respective interests in any property (real or personal) belonging 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.

3. *Mutual and General Release.* To the fullest extent by law permitted to do so, and except as herein otherwise provided each of the parties does hereby relinquish, release, waive and quit-claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widow and widower, or otherwise, by reason of the marital relations 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 estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether invested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this Agreement and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and 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 as may be required or reasonably requested to effect or evidence such release, waiver, 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

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of this Agreement, or the rights of either party under this Agreement.

4. Acknowledgement of Full Disclosure. Both parties hereby specifically represent, and it is upon such representations that this Agreement is entered into, that each of them has had this Agreement and the legal effect of each of the provisions hereof fully explained to him or to her by his or her respective legal counsel, and that such legal counsel have participated in the drafting of this Agreement. The Instant Agreement is predicated on the full and complete disclosure made by each of the parties to the other and upon a complete and thorough examination and review of all of the records and financial statements of both parties.

5. Inclusion of Agreement in Judgment. In the event that either party hereto at any time hereafter obtains a Dissolution of Marriage, it is agreed between the parties that this Agreement and all of its provisions shall be incorporated or merged into any Judgment for Dissolution.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

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

Gerald F. Zielinski (SEAL)

Judith A. Zielinski (SEAL)

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PRIVILEGE CLERK, INC.
351 West Chicago Avenue
Chicago, Illinois 60605
Tel: 312-663-6600

7. The Court has considered and made provisions for spousal maintenance and the disposition of property.

THEREFORE, by the virtue of the Statutes of the State of Illinois and upon motion of said attorney for Petitioner, it is the Judgment of this Court, and

IT IS HEREBY ORDERED:

A. That the bonds of matrimony heretofore existing between the Petitioner, GERALD F. ZIELINSKI, and the Respondent, JUDITH A. ZIELINSKI, be dissolved and the marriage is accordingly dissolved as to both parties.

B. That the Agreement of the parties, attached hereto and made a part hereof as "Exhibit 1," is expressly approved by the Court, incorporated into this Judgment for Dissolution of Marriage and shall have the full force and effect of an Order of this Court.

C. That the Court retains jurisdiction for the purpose of enforcing this Judgment.

ENTERED:

John Gardner 1501
JUDGE

DATED:

_____, 1990.

SHIMBERG and CROHN
Attorneys for Petitioner
59 East Van Buren, Suite 2501
Chicago, Illinois 60605
(312) 663-5575

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REGISTRAR OF TITLES

IDENTIFIED
No.
Registrar of Terrors Titles CAROL MOSELEY BRAUN Bowsky

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PRAIRIE TITLE, INC.
 927 West Chicago Avenue
 Oak Park, Illinois 60302
 (708) 524-9800

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LOT ONE HUNDRED AND SIXTY SIX (166)
 IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS, SEVENTH
 ADDITION, A SUBDIVISION OF THE SOUTH 7-1/2 ACRES OF THE WEST
 HALF (1/2) OF THE EAST (1/2) OF THE SOUTHEAST QUARTER (1/4)
 OF THE NORTHWEST QUARTER (1/4) (EXCEPT THE SOUTH 173.75 FEET
 THEREOF) OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
 THE THIRD PRINCIPAL MERIDIAN, AND DEDICATION AS A PUBLIC STREET
 OF THE EAST 33 FEET OF THE WEST HALF (1/2) OF THE SOUTHEAST
 QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION
 20, EXCEPT PARTS HERETOFORE DEDICATED, IN COOK COUNTY, ILLINOIS.
 An. 13-20-120-006 M
 6041 West Warwick, Chicago, IL

MEMORANDUM VERIFY THE ABOVE TO BE CORRECT
 DATE 7-28-90
Carol Moseley Braun
 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