



IN THE CIRCUIT COURT OF COOK COUNTY DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:

NADINE HOLEWA,

Plaintiff,

vs.

Case No. 85 D 0004044

EDWARD HOLEWA,

Defendant.

3954127

JUDGMENT FOR DISSOLUTION OF MARRIAGE

NADINE HOLEWA, Plaintiff, by and through her attorney, Clyde Ogg, and the Defendant, EDWARD HOLEWA, pro se, having entered into a stipulation to proceed as a default and expressly waiving any defenses in the above action and the Plaintiff's petition herein taken as confessed by the Defendant and the Court having heard testimony of the Plaintiff taken in open court and being fully advised in the premises, does find that:

1. This Court has jurisdiction of the parties hereto and of the subject matter hereof.
2. That the Plaintiff was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for 90 days next proceeding the making of these findings.
3. That the parties were married on November 14, 1964, in Oak Park, Illinois, and that said marriage is registered at Cook County.
4. That one child was born to the parties as the result of the marriage; namely, SANDRA HOLEWA, born July 30, 1971, and no other children were born or adopted by the parties of this marriage.

AGREEMENT ATTACHED

Shew no rights, no fees, No support, no consideration. H in title only as married to. H DC TO W of Homestead rights - interest satisfied by @lipped '11

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5. The Wife is not now pregnant.

6. That Respondent is a fit and proper person to have the permanent care, custody and control of the minor child of the parties.

7. Plaintiff and Defendant have lived separate and apart for a continuous period of not less than six (6) months and that irreconcilable differences have caused the irretrievable breakdown of the marriage.

8. The parties hereto have entered into a Separation Agreement which Agreement is approved by the Court. Said Separation Agreement is attached hereto and by reference made a part hereof of this Judgment of Dissolution of Marriage as if it were set forth in full writing in the ordering part of this Judgment. Said Agreement was entered into freely and voluntarily between the parties hereto, there being no cause to disapprove the Separation Agreement entered into evidence and it is in words and figures as follows:

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SEPARATION AGREEMENT

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between NADINE HOLEWA ("Wife") and EDWARD HOLEWA ("Husband") on the date indicated below.

RECITALS

WHEREAS, the parties hereto have been legally married at Oak Park, Illinois on November 14, 1964; the following child has been born as issue of said marriage: SANDRA HOLEWA, DOB July 30, 1971; and both parties agree that each is a fit and proper person to have custody and control of the child; and

WHEREAS, Wife has filed against Husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, under docket number 85 D 4044; Husband has filed his Pro Se Appearance; and this case is pending and undetermined; and

WHEREAS, Wife has employed and had the benefit of Clyde Ogg of Hyatt Legal Services as her attorney; Husband is not represented by counsel and has chosen to proceed without an attorney as his own free and voluntary act, knowing fully that Wife is so represented; and Husband acknowledges that he never, at any time, consulted with Wife's attorney regarding retaining him in these proceedings and that he is not acting in response to any statements or conversation with Wife's attorney relative to this matter; and

WHEREAS, irreconcilable differences have arisen between the parties making the continuation of their marital relationship impossible; and

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WHEREAS, the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he or she is conversant with all 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; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves, now and forever, all matters arising out of their marriage, including, the matter of allowance for Husband and Wife, the matter of custody, support, maintenance, medical and related needs and education of the child of the parties, the rights in or to the property of the parties, the rights in or to the real or personal property of the other whether now owned or hereafter acquired, the rights growing out of their marital or any other relationship now or previously existing between the parties, the rights or claims in and to the estate of the other and all other rights of every kind, nature and description which either party now has or may hereafter have or claim to have against the other.

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife each agree:

1. Separation. The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

2. Custody. The care, custody, control and education of the above-named minor child shall be with Husband, referred to

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herein as "Custodial Parent." Wife is referred to herein as "Non-Custodial Parent." Custodial Parent shall not permanently remove said child from the jurisdiction of the Court without prior Court order or written consent of Non-Custodial Parent.

It is agreed that Custodial Parent shall have the right to establish the place of residence and domicile of himself and the minor child of the parties hereto. Custodial Parent shall keep Non-Custodial Parent informed as to the exact place where he and the minor child reside.

3. Modification of Custody. The parties have seriously considered the aforesaid custody provisions and determined that they are in the best interests of the minor child. It is contemplated that no modification thereof shall be sought unless significant changes occur in the child's environment or in Custodial Parent's conduct or by further order of the Court.

4. Visitation. Non-Custodial Parent shall have reasonable visitation rights with the child at all times as shall be agreed upon by the parties regardless of the child's location at any given time. Non-Custodial Parent shall give to Custodial Parent at least twenty-four (24) hours' notice of any proposed visitation.

If the parties hereto cannot agree with respect to the foregoing times of visitation, a court of competent jurisdiction shall make the determination upon proper notice and petition.

5. Reservation of Custody. Custodial Parent agrees that in the event of his death prior to the child attaining the age of eighteen (18) years, the Non-Custodial Parent shall have a prior claim to the custody of such child.

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6. Child Support. The question of child support shall be reserved due to the Wife's medical condition and present unemployment.

7. Medical Insurance and Expenses. Custodial Parent shall maintain, either through his place of employment or independently, a hospitalization insurance policy covering the minor child of the parties during the period of his support obligation. Custodial Parent shall further be responsible for all ordinary and extraordinary medical, dental and hospital expense required for said minor child. "Extraordinary," for the purposes of this Agreement, shall be defined as anything not covered by Custodial Parent's hospital insurance.

8. Maintenance. Husband shall pay to Wife, as and for maintenance, the sum of \$450.00 per month, \$200.00 being payable on the 1st day of each month and \$250.00, payable on the 15th day of each month, with the first payment being due on the first day of the month following the effective date of this Agreement and subsequent payments being due on the first day of each month thereafter, until such time as Wife dies or remarries.

Husband shall also provide major medical insurance for Wife until such time as Wife dies or remarries.

9. Debts. Husband shall, as additional maintenance to Wife, pay all debts, obligations and charges incurred by the parties, severally or jointly, prior to the execution of this Agreement, and shall defend and hold Wife harmless thereon, except the following, which Wife shall assume and pay, holding Husband harmless thereon: Wife's J.C. Penney Credit Card.

10. Real Estate. The parties are presently owners of real estate located at 4112 South Clinton Ave., Stickney, Illinois,

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and described in Exhibit "A" attached hereto and incorporated herein by reference.

Title to said property shall remain in the joint names of the parties. Husband shall have the exclusive use of said property until there are no longer any minor children of the parties living at the house, or Husband dies, remarries or otherwise cohabits or lives with a person of the opposite sex, whichever occurs first. Wife shall not have any rights whatsoever in the said property after the date of execution of this Agreement, except the right to receive a certain portion of the equity upon sale as hereinafter specified.

Said property is not to be sold prior to the time the minor child of the parties attains the age of eighteen years. The property shall thereafter be sold only with the agreement of the parties at which time the net proceeds of the sale shall be divided equally.

The parties warrant that there are no liens or encumbrances against the marital residence with the exception of the existing first mortgage in the approximate amount of \$32,000.00.

The parties agree that they will not cause or suffer any other liens or encumbrances to be placed against said marital residence without the written consent of the other.

Husband shall pay the mortgage loan obligation upon said real property and shall pay all taxes and assessments upon said real property until further notice.

If any issue pertaining to the division of the real property as set forth above becomes a matter of dispute, both parties agree that any such issue shall be submitted for resolution to the court normally hearing domestic relations matters, and accordingly, both parties agree that said court shall retain jurisdiction over such matters.

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11. Pending Lawsuits. Husband waives any and all right to the proceeds of Wife's pending malpractice lawsuit against MacNeal Hospital and Doctors Raymond Nemecek and William Yale.
12. Household Goods. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other.
13. Automobiles. Husband shall obtain or retain title and exclusive use of the 1979 Buick Riviera and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Husband shall hold Wife harmless thereon. Wife shall obtain or retain title and exclusive use of the 1977 Oldsmobile Delta 88 and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Wife shall hold Husband harmless thereon. The parties shall execute title transfer documents, if necessary, accordingly.
14. Bank Accounts - Not Jointly Held. The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.
15. Joint Tax Return. The parties agree to cooperate fully in the execution of city, state and federal joint income tax returns for the year 1984 and further to share equally in any tax liability or right of refund arising thereunder.

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16. Presentation to Court. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in dissolution of marriage with the request that it be adjudicated to be fair, just and proper and that it be adopted as a part of the order of said court in the final decree entered in said proceeding.

17. Effective Date. This Agreement shall be effective upon the entry and recording of a Judgment or Decree for Dissolution of Marriage in the proceeding of which this is a part.

In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

It is agreed by and between the parties hereto that entry of a Judgment or Decree for Dissolution of Marriage in the proceeding referred to herein shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment or Decree for Dissolution of Marriage entered herein, except for the terms and conditions concerning the support, custody or visitation with the minor child of the parties.

18. Insurance Policies. Unless and except as otherwise provided herein, each of the parties agrees that the other, after execution of this Agreement, shall have the right to make any changes in his or her respective insurance policies, including, but not limited to, changing his or her beneficiary, increasing or decreasing the coverage amount or canceling such policies.

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19. Non-Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

20. Attorney Fees. Except as otherwise agreed, each party shall pay and be responsible for his or her respective attorney fees incurred after execution of this Agreement and in connection with this proceeding.

21. Division of Other Property. Except as set forth herein, the parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

22. Modification of This Agreement. This Agreement may not be altered, changed or modified except in a writing signed by each of the parties.

23. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances.

24. Release. Each party does hereby release and discharge the other from all other claims, rights and duties arising out of said marital relationship, and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, all rights and

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claims as widow, widower, heir, distributee, or next of kin and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage, except the aforementioned real property jointly held.

25. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

26. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated.

Edward Holewa

EDWARD HOLEWA

2/26/85

Date

Nadine Holewa

NADINE HOLEWA

2-26-85

Date

Prepared By:
Clyde Ogg
HYATT LEGAL SERVICES
2318 South Harlem
North Riverside, IL 60546
312/442-0044

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Plaintiff, NADINE HOLEWA, and the Defendant, EDWARD HOLEWA, be and hereby are dissolved.

B. The care, custody, education and control of the minor child of the parties is hereby granted to the Husband subject to reasonable visitation as set forth in the agreement by the Wife.

C. Child support has been reserved due to Petitioners unemployment and medical condition.

D. The Separation Agreement made between the Plaintiff and the Defendant dated February 26, 1985, and hereinabove set forth in full is made a part of this Judgment of Dissolution and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as 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.

E. Each of the parties hereto will promptly upon the demand of 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 agreement.

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APPLICATION NO. 613
DOCUMENT NO. 71462
MAY 11 1981

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VOLUME 200-2 PAGE 7
CERTIFICATE NO. 133747
OWNER: EDWARD C. HOLEWA, ET UX

CERTIFICATE OF TITLE

Date Of First Registration

SEPTEMBER THREE (3RD) 1972
TRANSFERRED FROM
CERTIFICATE NO. 129924

State of Illinois
Cook County

I Sidney R. Olson Registrar of Titles in and for said County, in the State aforesaid, do hereby certify that

EDWARD C. HOLEWA AND MADINE HOLEWA
(Married to each other)
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the County of Cook and State of Illinois

are the owner of an estate in fee simple, in the following described land situated in Cook County of Cook and State of Illinois.

DESCRIPTION OF LAND

South 12 feet of LOT FIVE;----- (5)
12.01X (Except South 2 feet thereof)----- (5)

In Block Nine (9) in Oak Park Avenue Subdivision being a Subdivision of the following blocks and parts of blocks in D. V. Shotwell's Subdivision of the East Half (1/2) of the Northwest Quarter (1/4) of Section 6, Township 38 North, Range 13, East of the Third Principal Meridian, to wit: block 1 (except the Northeast Quarter (1/4) thereof) blocks 2, 4, 5, and block 6, (except the Northwest Quarter (1/4) thereof) and except the South 156 feet of the East 152 feet thereof; block 7 (except the North Half (1/2) and except the North 30 feet of that part of the South Half (1/2) thereof), lying East of the East line of Alley) blocks 8, 9 and the North 249.19 feet of the West Half (1/2) of block 10 and all of block 11.

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Witness My hand and Official Seal

this EIGHTH (8th) day of FEBRUARY A. D. 1980

Sidney R. Olson
Registrar of Titles Cook County, Illinois.

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F. That Respondent is hereby ordered to pay to the Petitioner the sum of FOUR HUNDRED FIFTY (\$450.00) DOLLARS per month, as and for permanent maintenance.

G. This Court expressly maintains 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 Separation Agreement made in writing between the parties hereto dated February 26, 1985, as hereinabove set forth.

DATED: _____

BY: [Signature]
Judge of the Circuit Court

Prepared by:
Clyde Ogg
HYATT LEGAL SERVICES
2318 S. Harlem Ave.
No. Riverside, IL 60546
(312) 442-0044

Attorney No. 091227410

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