

UNOFFICIAL COPY

John J. Bresham  
Imelda Terrazino

To Whom It May Concern:  
All attorney's fees have been  
paid in the case of Kuyfourey v  
Kuyfourey 90015355

June 17, 1991

Bresham & Terrazino  
Attorneys at Law  
6006 West 159th Street  
Building B  
Oak Forest, Illinois 60432

John J. Bresham  
Imelda Terrazino



(708) 687-0688  
Fax No. (708) 687-0820

ATTORNEY NO. 16943

STATE OF ILLINOIS)
COUNTY OF COOK ) SS.

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

IN RE THE MARRIAGE OF
MARIA S. KURYLOWICZ,
Petitioner,
and
PHILLIP M. KURYLOWICZ,
Respondent.

No. 90 D 15355

JUDGMENT FOR
DISSOLUTION OF MARRIAGE

This day came again the Petitioner, MARIA S.
KURYLOWICZ, by her attorney, JOHN J. BRESINGHAM, of BRESINGHAM &
TERRAZINO, and the Respondent, PHILLIP M. KURYLOWICZ, by his
attorney, WILLIAM DUNN, and this cause came on for hearing as an
uncontested case by Stipulation as in matters of default; and
the Court having heard the testimony in open 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:

- A. This Court has jurisdiction of the parties hereto
and of the subject matter hereof;

Handwritten note: Show no rights, Ema

3978205

B. The parties were domiciled in the State of Illinois, County of Cook, on the date of the filing of the petition herein and for over ninety (90) days prior to the commencement of this action, and the Respondent has maintained this residency for ninety (90) days next preceding the making of the findings in this matter.

C. The parties were lawfully married on December 15, 1979, and said marriage was registered in Chicago, Cook County, Illinois;

D. Two children were born to the parties as a result of this marriage, namely: DESIREE A. KURKOWICZ, born May 9, 1984, and PHILIP M. KURKOWICZ, JR., born February 24, 1989. No children were adopted by the parties, and the petitioner is not now pregnant.

E. Without cause or provocation by the petitioner, the Respondent has been guilty of mental cruelty toward the petitioner.

F. The petitioner has proved the material allegations of her petition for Dissolution of Marriage by substantial, competent and relevant evidence, and that a judgment for Dissolution of Marriage should be entered herein.

3978205

*[Handwritten signature]*

*[Handwritten signature]*

G. The parties hereto have entered into a Property Settlement Agreement dated the 7 day of MARCH, 1991, concerning the questions of maintenance of the petitioner, custody, visitation and support of the minor children, 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 was presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto, is not unconscionable and ought to receive the approval of this Court, and the Agreement is in words and figures as follows:

3978205

Property of Cook County Clerk's Office

of Marriage in the Circuit Court of Cook County, Illinois,  
 WHEREAS, the wife has filed a petition for dissolution  
 living together as husband and wife; and  
 the parties, who have been estranged from each other and are not  
 WHEREAS, irreconcilable differences have arisen between  
 Chicago, Cook County, Illinois; and  
 having been married on the 15th day of December, 1979, in  
 WHEREAS, the said parties are now husband and wife,  
 M. KURYLOWICZ, hereinafter referred to as the "husband",  
 KURYLOWICZ, hereinafter referred to as the "wife", and PHILIP  
 of MARCH, 1991, by and between MARIA S.  
 This Agreement is made and entered into this 7 day

PROPERTY SETTLEMENT AGREEMENT

NO. 90 D 15355

IN RE THE MARRIAGE OF  
 MARIA S. KURYLOWICZ,  
 petitioner,  
 and  
 PHILIP M. KURYLOWICZ,  
 Respondent.

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

STATE OF ILLINOIS )  
 ) SS. )  
 COUNTY OF COOK )

Attorney No. 16943

3978205

County, Illinois, sees fit to award either party a judgment for

1. That in the event that the Circuit Court of Cook

the parties hereto agree as follows:

the sufficiency of which consideration is hereby acknowledged,

and other good and valuable considerations, hereto expressed,

NOW, THEREFORE, in consideration of the mutual promises

to their rights in relation thereto.

derived therefrom and from all sources, and are fully advised as

other of all properties owned by each of them and of the income

WHEREAS, each party has made full disclosure to the

hereafter be acquired of them; and

description, real, personal and mixed, now owned or which may

hereafter have in and to any property of every kind, nature and

kind, nature and description which either of them now has or may

have or claim to have against each other, and all rights of any

between them, and which either of them now has, or may hereafter

otherwise growing out of the marriage relationship existing

rights to support, and any and all other rights of property and

respective rights of property, dower rights, homestead rights,

interests to settle between themselves now and forever their

WHEREAS, the parties hereby consider it to their best

undetermined; and

known as Case No. 90 D 15355, and the case is pending and

3973205

Disolution of Marriage upon evidence presented, then it is agreed that this Agreement shall be incorporated in said Judgment for Dissolution of Marriage and shall thereafter be binding and conclusive on the parties.

2. Both parties waive, and are forever barred from any and all past, present and future maintenance.

3. The care, custody, control and education of the minor children shall be vested in the wife, subject to the following visitation privileges by the husband:

- a. Every Wednesday and Thursday from 4:00 p.m. to 7:00 p.m.
  - b. Every other Saturday from 10:00 a.m. to 7:00 p.m.
  - c. Holidays and vacation are to be determined between the parties.
4. The husband shall pay to the wife the sum of \$175.00 per week as and for child support. This figure is based on the husband's gross income for the year 1991 of approximately \$50,000.00 gross from the operation of a White Han Pantry, and the husband being obligated for 25% of his net income for child support. The parties agree that during January, 1992, they will review the matter so that the husband shall pay approximately 25% of his net income from all sources. The husband shall submit proof of his income to the wife. If the parties cannot agree as to the proper amount of support of approximately 25%,

3978235

*6:00 p.m.*

either party reserves the right to return to court for a determination of this matter.

5. The parties shall pay, when due, the educational expenses of a college, university or vocational school education for each child of the parties. The extent of the parties' respective obligations hereunder shall be determined in accordance with the provisions of Section 513 of the Illinois Marriage and Dissolution of Marriage Act, or by any applicable statutory provision in force at the time in question.

6. The parties are the present owners of the marital home and real estate located at 16818 South Laramie, Oak Forest, Illinois. The husband agrees to quit claim all of his rights and interests in said property to the wife at the time judgment is entered in this matter. The wife agrees to be fully responsible for all mortgage payments, taxes, utilities, insurance premiums and other expenses associated with said property, and shall hold the husband free, harmless and indemnified from the same.

7. The parties are the contract purchasers for deed to Lot 181, Subdivision Plat of Brentwood, County of Kane, State of Illinois. The wife agrees to quit claim all of her rights, title and interests in said property to the husband at the time judgment is entered in this matter. The husband agrees to be

3978205



UNOFFICIAL COPY

the wife, the wife shall convey to the husband all of her payments to the wife. Upon full payment of the amount due to

all proceeds of said business during the time he is making paid in full by the husband. The husband shall be entitled to The wife shall remain as an owner of the business until she is paid.

the wife a ten percent (10%) per annum penalty until does not pay the amount due on time, he shall pay to of judgment in this matter. In the event the husband the first payment shall begin the week following entry

00/100 (\$500.00) DOLLARS per week until paid in full. *MONTH*

(\$15,000.00) DOLLARS, payable at FIVE HUNDRED AND

b. The balance of FIFTEEN THOUSAND AND 00/100

entry of this judgment.

a. FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS upon

payable as follows:

the sum of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS,

to pay to the wife, as and for her full share in said business,

parties are equal owners of said business. The husband agrees

pantry located at 2824 West 59th Street, Chicago, Illinois. The

8. The parties are the present owners of a White Hen

harmless and indemnified from the same.

associated with said property, and shall hold the wife free,

responsible for all payments, taxes and other expenses

3978205 PMK

a. Commercial Bank Reserve, \$9,686.65,  
 b. First Card, #4678-760-107-440, \$3,037.04

APPROXIMATE BALANCE

DEBT

wife and hold her harmless with respect thereto:

family living obligations and debts and he shall indemnify the

10. The husband shall pay and defray the following

the payments commence on the pension.

wife shall have this right so long as she is alive at the time

50% of the husband's pension as defined by the Q.D.R.O. The

incorporated herein), whereby the wife shall have a right to

Domestic Relations Order (attached hereto as Exhibit 1 and

parties agree that they have executed an Agreed Qualified

alive at the time the payments commence on the pension. The

Marriage. The wife shall have this right so long as she is

of the date of the entry of the judgment for dissolution of

to fifty percent (50%) of said pension, as vested and accrued as

and Employers Midwest Pension Fund. The wife shall have a right

pension through the United Food and Commercial Workers Unions

9. The husband acknowledges that he qualifies for a

debts, etc.

with said business, including but not limited to, taxes, wages,

fully responsible for the payment of any and all debts connected

shares, rights and interests in the business. The husband is

3978205

UNOFFICIAL COPY

obligations and debts and she shall indemnify the husband and

The wife shall pay and defray the following family living

Street, Chicago, Illinois.

Hen Pantry located at 2824 West 59th

the parties' ownership of the White

m. All sums due and unpaid as a result of

Internal Revenue Service \$7,000.00

l. All sums due and unpaid to the

Credit Union

Sears, Roebuck & Co. and Matteson

k. All sums remaining due and unpaid to

Monthly Payments \$305.97

j. G.M.A.C., Car Lease #36340 -

i. Zayre, #42-3690-891210-7 \$ 206.56

h. Madigans, #5071-306-640 \$ 83.24

g. Amoco Oil, #582-001-664-1 \$ 72.11

#7291200397733 \$3,675.38

f. American Express Centurion Bank

Chemical Bank, #4211-5200-5777-3900 \$4,880.82

e. Chemical Bank, #5211-4200-5777-3990 \$

d. Citibank NFL-Visa, #4128-301-192-873 \$3,042.06

c. Dial Bank, #65313644 \$4,260.28

DEBT

APPROXIMATE BALANCE

3978205

Property of Cook County Clerk's Office

from said debts.

all amounts due on said taxes and shall hold the wife harmless expenses. The Husband shall be solely responsible for any and information relating to her taxable income and deductible

the year 1990. The wife shall supply the Husband with all and State Income Tax Returns, they shall file a joint return for 11. The parties agree that with respect to all Federal

party harmless with respect thereto. party so incurring the same shall indemnify and hold the other liabilities which he or she has respectively incurred, and the party shall bear sole responsibility for any and all debts and Except as otherwise set forth in this Agreement, each

e. G.M.A.C. #154-1801-85602 \$12,027.15

to Kohl's

d. Any sums remaining due and unpaid

c. American Express #3732-235505-31005 \$ 183.20

#5417-5728-0164-9934 \$2,677.55

b. MasterCard - Assoc. National Bank

#4121-0401-7316-5004 \$1,672.97

a. Visa Bank of America,

DEBT

APPROXIMATE BALANCE

hold him harmless with respect thereto:

3978205

- 1. Coffee maker and hot dog steamer
- h. Husband's motorcycle
- g. All of Husband's sporting goods equipment
- f. Extra basketball goal and backboard
- e. Four picnic coolers (two large and two small)
- d. Two ten-speed bikes
- c. Husband's VCR tapes
- b. Coin and stamp collection
- a. New signs for the store

by the wife:

Following personal property free and clear of any and all claims

13. The husband shall retain sole ownership of the possession or under her control.

c. Any and all other personal property in her

automobile to the wife.

The husband shall convey all his interest in said solely responsible for the debt on said automobile.

b. The 1989 Chevrolet automobile. The wife shall be

in Paragraph 13 hereof.

Forest, Illinois, exclusive of those articles set forth

the property commonly known as 16818 South Laramie, Oak

a. The furniture, furnishings and fixtures located in

by the husband:

Following personal property free and clear of any and all claims

12. The wife shall retain sole ownership of the

3978235

Property of Cook County Clerk's Office

16. The Husband shall maintain life insurance on his

the deductible on the medical policy.

extraordinary medical bills on behalf of the children including

cases of emergency. The Husband shall be responsible for

conditions, but it is understood that this does not apply in

consult the Husband before incurring expenses for any of said

extraordinary medical, surgical or dental care, that she will

agrees that in the event of a serious illness or the need for

shall not include routine checkups and minor illness. The wife

illness requiring hospitalization or extended medical care, but

to, major dental work, operations, serious accidents, serious

"extraordinary" as used herein shall include, but not be limited

on behalf of the minor child of the parties. The term

cost of hospitalization, cost of hospitalization, incurred on or

surgical and dental expenses, including but not limited to, the

the Husband shall be responsible for all extraordinary medical,

hospitalization insurance policy covering the minor children and

15. The Husband shall maintain an accident, health and

divided equally between the parties.

matter, said assets are to be sold and the proceeds are to be

(Disney and Pepsi). Upon the entry of any judgment in this

14. The parties are the joint owners of various stocks

possession or under his control.

k. Any and all other personal property in his

j. Husband's personal belongings and clothes

3978225

JOHN J. BRESINGHAM  
Attorney for Petitioner  
6006 West 159th Street  
Oak Forest, IL 60452  
(312) 687-0688  
Attorney No. 16943

*Maria S. Kurylowicz*  
MARIA S. KURYLOWICZ  
*Phillip M. Kurylowicz*  
PHILLIP M. KURYLOWICZ

14 That except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of dower, homestead, and all other property rights and claims that he or she has or may hereafter have as husband, wife, widow, widower or otherwise, by reason of the marital relations now existing between the parties hereto under 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. Each of the parties hereto further covenants and agrees for himself and herself, and his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

17. The husband shall pay to JOHN J. BRESINGHAM the sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS upon the effective date of this Agreement as and for his contribution to the payment of the wife's attorney's fees and costs.

18. The husband shall pay to JOHN J. BRESINGHAM the sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS upon the effective date of this Agreement as and for his contribution to the payment of the wife's attorney's fees and costs.

3978205

Midwest Pension Fund, to which this order applies. In the United Food and Commercial Workers Unions and Employers PHILIP M. KURYLOWICZ, PHILIP M. KURYLOWICZ is a participant to MARIA S. KURYLOWICZ, an alternate payee, who is a spouse of benefits earned by PHILIP M. KURYLOWICZ are to be transferred to PHILIP M. KURYLOWICZ, whereby certain retirement relates to the distribution of property between MARIA S. KURYLOWICZ and PHILIP M. KURYLOWICZ, where certain retirement agreement pursuant to applicable state domestic relations law, specifically including the Illinois Marriage and Dissolution of Marriage Act ("Judgment"). The marital settlement agreement entered a judgment incorporating a marital settlement (B) On MARCH 7, 1991, this

(A) For the purposes of this order, the term "participant" means PHILIP M. KURYLOWICZ and "Alternate Payee" means MARIA S. KURYLOWICZ.

THE COURT FINDS AND IT IS HEREBY ORDERED AS FOLLOWS:

This cause coming on to be heard for the purpose of entry of a qualified domestic relations order under the Retirement Equity Act of 1984, the court on MARCH 7, 1991, having entered a judgment dissolving the marriage of MARIA S. KURYLOWICZ and PHILIP M. KURYLOWICZ, and incorporating a marital settlement agreement dated MARCH 7, 1991; due notice having been given; the court having jurisdiction of the parties and the subject matter; and the court being advised in the premises;

AGREED QUALIFIED DOMESTIC RELATIONS ORDER

NO. 90 D 15355

Respondent.

PHILIP M. KURYLOWICZ,

and

petitioner,

MARIA S. KURYLOWICZ,

IN RE THE MARRIAGE OF

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

COUNTY OF COOK )

STATE OF ILLINOIS )  
SS. )

Attorney No: 16943

3978205



(F) The date of marriage of the Participant and Alternate Payee was December 15, 1979. Alternate Payee shall have no rights as to the portion of the Participant's benefits not attributable to the parties' marriage nor any increases in his accrued benefits subsequent to the date of entry of the judgment dissolving the parties' marriage. These benefits shall be paid to Participant or any subsequent spouse or other beneficiary either designated by Participant or in accordance with the provisions of the Plan that are applicable when Participant does not designate any beneficiaries. Participant retains the right to designate other beneficiaries to receive the payment of benefits other than those assigned to Alternate Payee.

(E) Alternate Payee is hereby assigned fifty percent (50%) of the Participant's accrued benefits under the Plan as of the entry of the judgment dissolving the parties' marriage. Payments will begin on \_\_\_\_\_, or on the date the Participant begins to receive any type of pension benefits under the Plan, and payments will be made monthly to Alternate Payee for her lifetime, ending with the monthly payment as of the first day of the month coincident with or next preceding her date of death; provided however, if the actuarial equivalent of the benefit to be paid to Alternate Payee is less than three thousand five hundred dollars (\$3,500.00), the Plan may elect to pay it to her in a lump sum.

(D) The name and last known mailing address of the Alternate Payee covered by this order is: MARIA S. KURYLOWICZ, 16818 South Laramie, Oak Forest, IL 60452. Her Social Security Number is 334-58-4419.

Both Participant and Alternate Payee have the duty to notify the Administrator of the Plan in writing of any changes in his or her respective mailing address subsequent to the entry of any judgment for dissolution of marriage, dissolving the marriage of the parties. Notice shall be directed to: Administrator of the Plan, United Food and Commercial Workers Unions and Employers Midwest Pension Fund, 4858 North Sheridan Road, Chicago, IL 60640-3794.

(C) The name and last known mailing address of the Participant is: PHILIP M. KURYLOWICZ, \_\_\_\_\_ His Social Security Number is 319-52-9337.

3978205

# UNOFFICIAL COPY

(G) Commencing on the date of this Order, MARIA S. KURYLOWICZ shall be treated as the surviving spouse of PHILLIP M. KURYLOWICZ for the purposes of the survivor benefit provisions of the Plan, but only with respect to the monthly accrued benefits earned by PHILLIP M. KURYLOWICZ under the Plan as of the entry of the Judgment dissolving the parties' marriage.

(H) It is intended by the parties that this order will qualify as a Qualified Domestic Relations Order under the Retirement Equity Act of 1984, and that it shall be interpreted and administered in conformity with such Act.

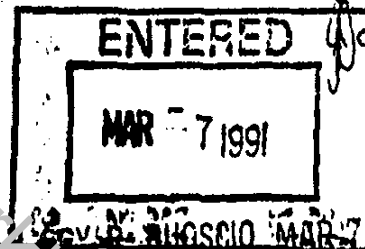
(I) The Court retains jurisdiction to establish, amend or maintain this order as a Qualified Domestic Relations Order under the Retirement Equity Act of 1984.

(J) A copy of this Order shall be promptly communicated to the Administrator of the Plan by MARIA S. KURYLOWICZ or her Counsel.

Phillip M. Kurylowicz  
PARTICIPANT

Maria S. Kurylowicz  
ALTERNATE PAYEE

ENTERED:



JUDGE

DATED: 3-7-91

all interest in the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

Lot 14 in Block 3, in Forestdale Subdivision Unit Number 7, a Subdivision of Parts of Lots A and B in Forestdale Subdivision Unit Number 2, and other parts of the Northeast 1/4 of Section 28, Township 36 North, Range 13, East of the Third Principal Meridian, North of the Indian Boundary Line. According to Plat thereof Registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 3, 1968, as Document Number 2397019, in Cook County, Illinois.

graph (e)  
nsfer Act.  
ST. OF REPRESENTATIVE  
1991

ON MOTION OF SAID PETITIONER, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:  
1. The parties are awarded a judgment for Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, MARIA S. KURKOWICZ, and the Respondent, PHILIP M. KURKOWICZ, are hereby dissolved.

2. The Property Settlement Agreement between the petitioner and the Respondent, dated the 2nd day of March, 1991, and set forth above in full, is made a part of this 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.

3. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to the other party any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

4. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real,

3978205

# UNOFFICIAL COPY

personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited to homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.

5. 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 Property Settlement Agreement, made in writing between the parties hereto dated the 7<sup>th</sup> day of MARCH, 1991, as hereinabove set forth.

APPROVED:

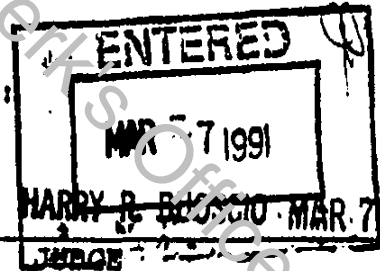
*Maria S. Kurylowicz*

MARIA S. KURYLOWICZ

*Phillip M. Kurylowicz*

PHILLIP M. KURYLOWICZ

ENTER:



JOHN J. BRESINGHAM  
BRESINGHAM & TERRAZINO  
Attorney for Petitioner  
6006 West 159th Street  
Oak Forest, IL 60452  
(312) 687-0688  
Attorney No. 16943

3978205

1991

UNOFFICIAL COPY

3978205

3978205

3978205

1  
5883671  
NID

IDENTIFIED No.	Registrar of Torts Takes CAROL MOSELEY BRAUN GURTOWSKI
-------------------	--

Property of Cook County Clerk's Office

John Bresnahan  
6006 W 159th St  
Oak Forest, IL 60452

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

3-17-98

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.