

Attorney No.: 91167

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

IN RE THE MARRIAGE OF:

MARIA PUSCAS,

Petitioner,

and

WILLIAM VASILE PUSCAS,

Respondent.

910 2 30109
Case No. _____

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing before the Honorable Marcia B. Orr on this 23rd day of September, 1991, upon Petitioner's verified Petition for Dissolution of Marriage and Respondent's Response thereto; the parties having stipulated that this matter be heard as a default; Petitioner having appeared in open court in person and by attorney; the Court having heard the testimony of Petitioner, duly sworn and examined in open court, and considered all other evidence offered by Petitioner in support of her verified Petition; and the Court being fully advised in the premises, finds as follows:

1. That the Court has jurisdiction of the subject matter and the parties.
2. That Petitioner, at the time this action was commenced, was a resident of Cook County, Illinois, and that such residence was maintained for at least 90 days next preceding the making of this finding.

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3. That the parties were married on December 21, 1964, at Romania, and that said marriage is registered at Baia Mare, Romania.

4. That, as a result of this marriage, one child was born to or adopted by the parties, namely, MICHELLE PUSCAS, born September 21, 1967; that no other children were born to or adopted by the parties; and that Petitioner is not now pregnant.

5. That the child is an emancipated adult who has completed her secondary education.

6. That, at all times, Petitioner has conducted herself as a true, faithful and affectionate wife.

7. That Petitioner and Respondent have lived separate and apart, as defined by the laws of the State of Illinois, for a continuous period of not less than the preceding six months, and irreconcilable differences have caused the irretrievable breakdown of the marriage.

8. That Petitioner and Respondent have waived the two year requirement by appropriate affidavits and stipulation.

9. That further attempts at reconciliation would be impracticable and not in the best interests of Petitioner and Respondent.

10. That the parties have voluntarily entered into a written Marital Settlement Agreement, a copy of which has been attached hereto and is incorporated herein by reference, providing for settlement of property, maintenance and other claims which arise out of the marital relationship existing

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between the parties and which either of them now has or may in the future have against the other; that said written Marital Settlement Agreement has been presented to this Court for its consideration and was admitted into evidence; and that the terms of said written Marital Settlement Agreement are fair, reasonable, conscionable and equitable, and the Court approves of all of them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. That the bonds of matrimony between Petitioner, MARIA PUSCAS, and Respondent, WILLIAM VASILE PUSCAS, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Petitioner and Respondent.

B. That the written Marital Settlement Agreement, voluntarily entered into by the parties and attached hereto, be and is hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Court; that, by this reference, said written Marital Settlement Agreement be and is hereby made a part hereof as if each provision were set out verbatim in this paragraph; and further that Petitioner and Respondent be and are hereby ordered to comply with each and every provision of the written Marital Settlement Agreement.

C. That both parties are awarded the personal and real property and debts pursuant to the terms of the Marital Settlement Agreement incorporated herein.

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D. That both parties are barred from receiving maintenance from each other pursuant to the waiver each signed in the Marital Settlement Agreement.

E. That this Court retains jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

Judge

SEP 23 1991

Marcia Orr A103

HYATT LEGAL SERVICES
Alice Banis Shorts
Attorney for Petitioner
8353 Golf Road
Niles, Illinois 60648
(708) 470-0222
Casefile No. 3969884

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE SEP 30 1991 AURELIA PUCINSKI

Aurelia Pucinski
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.

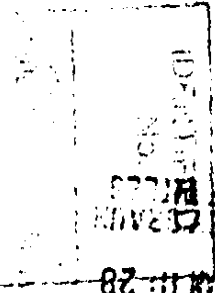
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CARL MOSEL
REGISTRAR OF DEEDS



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MARIA PUSCAS
8607 N. OSCOLA
NILES, IL 60648

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MARITAL SETTLEMENT AGREEMENT

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between MARIA PUSCAS ("Wife") and WILLIAM VASILE PUSCAS ("Husband") on the date indicated below.

RECITALE

WHEREAS, the parties hereto have been legally married at Romania on December 21, 1964; the following child has been born as issue of said marriage: MICHELLE PUSCAS, born September 21, 1967; 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 91 D2 30109; Husband has filed his Appearance; and this case is pending and undetermined; and

WHEREAS, Wife has employed and had the benefit of Alice Banis Shorts 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 her in these proceedings and that he is not acting in response to any statements by or conversations with Wife's attorney relative to this matter; and

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

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.

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

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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. Debts. Each party agrees to assume and pay all outstanding debts individually incurred by him or her whether such debt was incurred before the marriage, during the marriage or during any period of separation, and each agrees to indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability whatsoever arising from, or in any way connected with, such outstanding debts, except as herein otherwise agreed.

3. Real Estate. The parties are joint owners of real estate located at 8607 N. Osceola, Niles, Illinois, and further described as follows:

Lot Twenty Three (23), Block Four (4) in Niles Terrace, being a subdivision of part of the West Half, (1/2) of the Northeast Quarter (1/4) of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof register in the Office of the Registrar of Titles of Cook County, Illinois, on March 9, 1956 as Document Number 1655875.

Prior to the prove up of this matter, Husband shall, by appropriate quitclaim deed, convey to Wife all of his right, title and interest in and to the aforesaid real estate. Upon Husband's failure to so convey all right, title and interest in and to said real estate, the parties agree that the Circuit Court

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of Cook County is authorized and directed to issue a Judge's Deed for such conveyance. Upon conveyance, Wife shall assume all taxes, utilities and insurance obligations on such property and hold Husband harmless thereon. The parties state that there is no mortgage on the property.

4. 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.

5. Husband's Automobile. Husband shall obtain or retain title and exclusive use of the 1984 Dodge Ram pick up truck, and will 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. The parties shall execute title transfer documents, if necessary, accordingly.

6. Wife's Automobile. Wife shall obtain or retain title and exclusive use of the 1987 Oldsmobile, and will 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.

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7. Bank Accounts. The parties agree that any checking and savings account currently held by either party, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party. Both parties warrant that they have made a complete financial disclosure to the other and have divided any joint accounts with each other to their satisfaction.

8. Tangible And Intangibles. The following general tangible and intangible is currently joint marital property. The parties shall execute all such documents, bills of sale, endorsements, assignments, forms or instruments as are required to transfer such title or property interest to Husband individually as indicated below. Any transfers shall be effectuated within 30 days of the signing of this Agreement.

| <u>Property Interest</u> | <u>Current Titleholder</u> | <u>Transferee</u> |
|--|----------------------------|-------------------|
| W.M. Tool Co. 1044 Fairway Drive Bensenville, IL | Joint | Husband |

including all machinery, etc.

Husband shall assume all taxes, utilities, insurance and any other debts related to this business and hold Wife harmless thereon.

9. 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

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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.

10. 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.

11. Insurance Policies. Each of the parties agrees that the other, after the effective date 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.

12. Non-Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of

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the other, and each shall indemnify, defend and hold the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

13. Division of Other Property. 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.

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

15. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.

16. Enforcement Expenses. If either Husband or Wife defaults in the performance of any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.

17. Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and constitute the entire understanding between them. Each party has

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read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature below.

18. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents and shall perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth.

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

20. 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, in any manner 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.

21. 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.

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22. 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.

William V. Puscas
WILLIAM V. PUSCAS

9-9-91
Date

Maria Puscas
MARIA PUSCAS

9-9-91
Date

Prepared by:

Alice Banis Shorts - 91167
HYATT LEGAL SERVICES
Casefile 3969884
8353 Golf Road
Niles, Illinois 60648
(708) 470-0222

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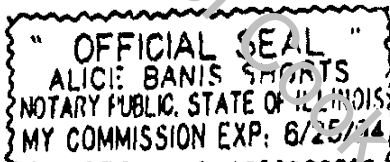
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STATE OF ILLINOIS
COUNTY OF COOK

)
) ss.
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Before me, a Notary Public in and for the county and state aforesaid, personally appeared WILLIAM V. PUSCAS, known to me to be the same person who executed the foregoing instrument, and acknowledged that he executed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of September, 1991.



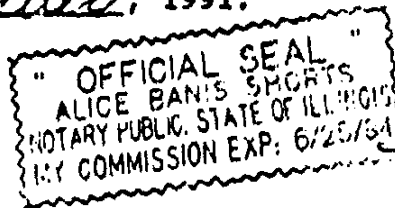
Alice Banis Sports
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

)
) ss.
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Before me, a Notary Public in and for the county and state aforesaid, personally appeared MARIA PUSCAS, known to me to be the same person who executed the foregoing instrument, and acknowledged that she executed and delivered said instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of September, 1991.



Alice Banis Sports
Notary Public

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