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#52767

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

IN RE THE MARRIAGE OF)
)
CYNTHIA J. VIROSZTKO,)
Petitioner,)
)
and) NO. 91 D 5883
)
JEFFERY VIROSZTKO,)
Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard as an uncontested matter, the Petitioner, CYNTHIA J. VIROSZTKO, being present in open court in her own proper person and being represented by MARY M. YORK, and the Respondent having filed a Pro Se appearance, and the Court having heard the evidence:

DOES FIND:

1. That the Petitioner resides in Cook County, Illinois, and has resided in the State of Illinois for at least ninety (90) days prior to the filing of the Petition for Dissolution of Marriage.
2. That the Respondent resides in the State of Illinois and has so resided for at least ninety (90) days prior to the filing of the Petition for Dissolution of Marriage.
3. That the parties hereto were legally married on September 4, 1982, and said marriage was registered in Cook County, Illinois.
4. That the Petitioner is a corporate secretary, and that she is 34 years of age and that Respondent is employed and that he is 44 years of age.
5. That there were no children born to the parties as a result of this marriage; that no children were adopted by the parties and the Petitioner is not now pregnant.
6. That irreconcilable differences have arisen causing an irretrievable breakdown of the marriage.

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7. That the Court has examined the proposed Marital Settlement Agreement, dated April 12, 1991 by Respondent and Petitioner, which the parties submitted to the Court. That the Court finds that said Agreement was entered into freely and voluntarily by the parties; that same is not unconscionable, that the same is fair, reasonable and equitable under the facts and circumstances of this case and that said Agreement is approved and reads as follows:

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AGREEMENT

This Agreement, made and entered into the 24 day of April, 1991, by and between CYNTHIA J. VIROSZTKO, (hereinafter referred to as "CINDY"), and JEFFERY VIROSZTKO, (hereinafter referred to as "JEFFERY"), both parties being residents of the State of Illinois and of Cook County,

WITNESSETH:

WHEREAS:

A. The parties were married in Chicago, Cook County, Illinois on September 4, 1982.

B. No children were born to the parties hereto as a result of the marriage. No children were adopted by the parties hereto and CINDY is not now pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they separated and are now living separate and apart from each other.

D. CINDY will file against Jeff, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division. The case will be entitled In Re: The Marriage of: CYNTHIA J. VIROSZTKO, Petitioner, and JEFFERY VIROSZTKO, Respondent.

E. Without any collusion as to the anticipated case or as to any dissolution proceedings between the parties hereto (but without prejudice to any right or action for dissolution which either of said parties may have), the parties hereto consider it to be in their best interest to settle between themselves the questions of maintenance and support for the parties, the respective rights of property and any and all other rights of property or otherwise growing out of the marital relationship or any other relationship now existing or previously existing between them which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, which either of them now has or may hereafter have or claim to have against the other in or to the property of the other, of every kind, whether real or personal, whether now or hereafter owned or possessed by either of them.

F. CINDY has employed and has had the benefit of counsel of MARY M. YORK of the firm of MULRYAN AND YORK as her attorney. JEFFERY has declined to have representation and hereby acknow-

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ledges that he was advised by Petitioner's attorney of his right to counsel. JEFFERY has so chosen to represent himself in this matter. Each party has had the opportunity for advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been fully informed as to the wealth, property, estate, and income of the other, and that each has been fully informed of his or her respective rights and obligations in the premises by the other and the value thereof.

G. Both parties expressly state that they have freely and voluntarily entered into this Agreement on their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement state that they believe the same to be fair and reasonable under their present circumstances.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants herein contained, and for other good and valuable consideration by each to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

ARTICLE I

Reservation of Litigation Rights

This Agreement is not one to obtain or stimulate a dissolution of marriage. CINDY reserves the right to prosecute her anticipated action for dissolution of marriage and to defend any action which JEFFERY may commence. JEFFERY reserves the right to prosecute any action for dissolution which he may deem necessary or proper and to defend any action which CINDY may bring.

ARTICLE II

Maintenance

Each party shall waive their past, present and future right, title and interest in and to maintenance from the other party, and neither party can come into this Court or any other court and seek maintenance from the other party. Both parties are forever barred from maintenance from the other party and each parties' rights are forever terminated with regard to maintenance from the other party. Both parties have been and are well able to

maintain and care for themselves.

ARTICLE III

Settlement of Marital and Property Rights

1. The parties covenant and agree that they presently own in Joint Tenancy a marital residence located at 2008 West Farwell, Chicago, Illinois 60645, a legal description of which is attached hereto as Exhibit A and incorporated herein by reference.

The marital residence is currently listed for sale with a Licensed Real Estate Broker.

2. At the time of closing of the sale of the marital residence, JEFFERY shall receive 50% (FIFTY PER CENT) of the net proceeds and CINDY shall receive 50% (FIFTY PER CENT) of the net proceeds. Net proceeds is defined as the resulting funds from the sale, after the following deductions: Mortgage payoff(s); home equity loan payoff(s); sales commission; real estate taxes credited to purchaser or paid at closing; title insurance, recording fees, state, county or municipal transfer taxes; attorney's fees, survey, security deposits, prepaid rents and outstanding water bills.

3. The parties covenant and agree that they shall each retain all of the monies that they now have in their respective names in their respective bank accounts. The parties shall release all their rights, title and interest in and to the other party's bank accounts.

4. JEFFERY waives all his right, title and interest in and to the following personal property now located in the marital residence attached hereto as Exhibit B and incorporated herein by reference.

JEFFERY acknowledges that the aforesaid mentioned personal property shall be the sole and exclusive property of CINDY. JEFFERY covenants and agrees that he will execute any and all documents to effect the aforesaid transfer to CINDY.

5. CINDY waives all her right, title and interest in and to the following personal property JEFFERY now located in the marital residence attached hereto as Exhibit B and incorporated herein by reference:

CINDY acknowledges that the aforesaid personal property shall be the sole and exclusive property of JEFFERY. CINDY covenants and agrees that she will execute any and all documents to effect the aforesaid transfer to JEFFERY.

6. Any and all other personal property in each party's

respective possession and/or name, except as herein designated above, shall belong to that party whose possession and/or name the property currently is solely and exclusively without any right, title or interest of the other party in and to said property.

ARTICLE IV

Marital Debts

1. The parties hereby agree that each party shall be liable for their respective debts since the time of separation; except that there are currently certain outstanding miscellaneous debts from the marital residence which shall be paid out of the proceeds of the sale of the marital residence at the time of closing the sale of the marital residence or otherwise as the parties mutually agree. The current marital debts outstanding are: Chemical Bank Account Number: 4211-5200-7875-4813; Beverly Bank Account Number: 4408890700649308; The Boston Company Account Number: 1130000720; Greenwood Trust Bank Account Number: 07507785074540503.

2. JEFFERY also acknowledges that he owes CINDY \$ 500.00 for a prior debt and CINDY shall be reimbursed \$ 500.00 out of the proceeds from the sale of the marital residence prior to the division provided for hereinabove in Article III.

ARTICLE V

1. Execution Clause

Each of the parties hereto agrees to execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest titles and estates in the respective parties hereto or other parties, as hereinabove provided and thereafter, at any time from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner hereinagreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

2. General Provisions

(a) To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive, and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, the right to sue the other party, his or her heirs, executors, administrators or assigns for any torts occurring during the marriage, all rights of dower, curtesy, homestead, inheritance, descent, distribution, community interest, marital property, and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relations existing between the 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, or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any and all of the rights specified in and relinquished under this paragraph; and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party his or her heirs, personal representatives, grantees, devisees, or assigns, any or 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 party of the obligations imposed upon, or undertaking by the other party to comply with the provisions of this agreement, or the rights of either party under this agreement.

(b) Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator with the will annexed in the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed and should either of the parties hereto die intestate, this separation agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the

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same manner as though the parties hereby had never married, and each of the parties hereto respectively reserves the right to dispose by testament or otherwise, of his or her respective property in any way he or she may see fit, without any restriction or limitation whatsoever, provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

(c) This instrument contains the whole and entire agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair, just and equitable with respect to each of them

(d) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, assigns, devisees and grantees, and when necessary to fully effectuate its undertakings, be a charge against their respective estates.

(e) This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws of the State of Illinois applicable to agreements made and to be fully performed in such State.

(f) In the event the parties at any time hereafter obtain a dissolution of marriage in the case anticipated between the parties, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, and upon entry of said Judgment, this Agreement shall become in full force and effect, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the anticipated case referred to hereinabove. The Court, on entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of the Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

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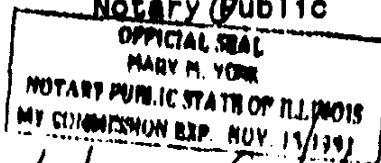
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IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals.

Clady J. Virobztko
CLADY J. VIROBZTKO

SUBSCRIBED AND SWORN TO before me
this 12th day of April, 1991

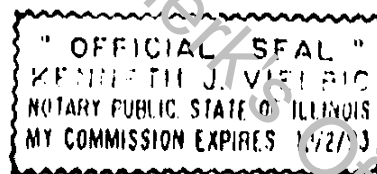
Mary M. York
Notary Public



Jeffery A. Virobztko
JEFFERY VIROBZTKO

SUBSCRIBED AND SWORN TO before me
this 12 day of March, 1991

Kenneth J. Viorbig
Notary Public



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EXHIBIT A

THE WEST 19.83 FEET OF THE EAST 79.32 FEET OF THAT PART OF THE EAST 175 FEET (MEASURED ON THE NORTH LINE OF LOT 1 AND SOUTH LINE OF LOT 2 TO LINE RUNNING PARALLEL TO RIDGE BLVD.) OF LOTS 1 AND 2 (EXCEPT FROM SAID TRACT THE NORTH 227.10 FEET AS MEASURED AT RIGHT ANGLES) LYING WEST OF A LINE DRAWN PERPENDICULAR TO SOUTH LINE OF SAID LOT 2 FROM A POINT ON SOUTH LINE OF SAID LOT 2, 46.60 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 2 IN SMITH'S ADDITION TO ROGERS PART, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Exhibit B

HOUSEHOLD PROPERTY

Jeff

second hand furniture
White kitchen set
Stoneware dishes
NEC TV
Stereo Equipment
VCR (2)
1/2 towels
1/2 tupperware
Silverware
wok
silver platter
10 oz. bar of silver
(make jewelry for both)
iron and ironing board
desk and file cabinet
2 wicker chairs and cushions
pillows
light brown cabinet
small circular table
2 TV stands
2 antique chairs
plastic bookshelf
tools
2 vacuum cleaners
serenity prayer gold & black
candleholder initial "V"
chopsticks
crystal ornament

Cindy

BR/bedroom new furniture
includes kitchen set
Corell dishes
Sony TV
Kitchen TV
1/2 towels
1/2 tupperware
Microwave
toaster
food processor
glassware
orange kitchen chairs
computer and small T.V.
dark brown cabinet
2 round tables
sewing machine
milk crates
dust buster
throw rugs
serenity prayer stained
glass
Kathy's picture
handpainted oriental
plate
handpainted vase
corner bookshelf

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HOUSEHOLD PROPERTY

Exhibit B
Page Two

Jeff

Cindy

Sort out Photos

Bird

(2 cats-based on appropriate living
arrangements)

2 reading lamps

LR lamp

Red bedroom lamp

2 garbage cans
small kitchen garbage can

Flip top garbage can

bike pump

bike bag

grocery basket

Christmas tree and
Christmas stuff

Magazine basket

2 old dressers

Floor Fan

fish tank

T/ tables

tent and 2 sleeping bags

Crock Pot

Floor Fan

Humidifier

Coffee Pot

Brown Suitcase

Square fan

Princess telephone
1 Rohm telephone

White down comforter

Blue & grey suitcases

convention coffee mugs

cordless telephone

1 Rohm telephone

Kitchen cart - see who needs it

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That the Court has examined the above set forth Agreement and hereby approves the same.

WHEREFORE, on motion of Petitioner, IT IS ORDERED:

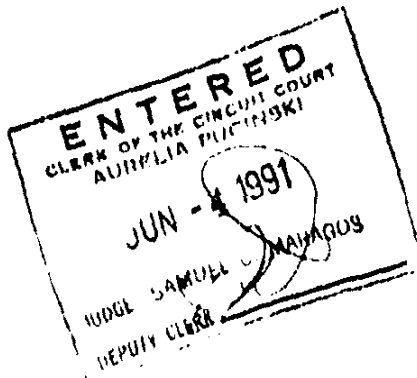
A. That a Judgment of Dissolution is hereby granted to the Petitioner and Respondent, and that said marriage is hereby terminated and they are both freed from the bonds and obligations thereof.

B. That the Petitioner and Respondent are each liable for their respective debts incurred since the date of separation.

C. That the above referred to Marital Settlement Agreement be and the same is hereby incorporated into this Judgment as if each and every part thereof were fully spelled out in this decretal section, and that each of the parties are hereby ordered to carry out and perform all the terms and provisions thereof that apply to him or her.

D. That the Petitioner is allowed to resume the use of her former name OBLAK.

ENTERED : _____



MARY M. YORK
Attorney for Petitioner
3035 North Southport Avenue
Chicago, Illinois 60657
312.848.8887
Atty No. 52767

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CAROL MOSELEY OF AIN
REGISTRAR OF TITLES

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

11-19-91

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.