

UNOFFICIAL COPY

4018054

RECEIVED 8/11/83

COURT OF COOK

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

PETITION FOR DISSOLUTION OF:

George Grazulis

Petitioner

and

Christine Grazulis

Respondent

8/11/83

NO.

A JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD on the Petition for Dissolution Of Marriage of the Petitioner, George Grazulis, by and through his attorney, and the Court having heard sufficient testimony in support of said Petition for Dissolution Of Marriage and being advised in the premises doth find;

- 1) That the Court doth have jurisdiction over the parties and the subject matter.
- 2) That the Petitioner has continuously resided and been domiciled in the County of Cook, State of Illinois for Ninety (90) days preceding the entry of this Judgment for Dissolution Of Marriage.
- 3) That the parties were lawfully married on March 25, 1978 in the City of Chicago, County Of Cook and State Of Illinois.
- 4) That two (2) children were born to the parties as a result of this marriage, to wit:

George Grazulis born August 8, 1978

Sheri Grazulis born April 6, 1980

and that no other children were born to or adopted by the parties as a result of this marriage and the Respondent

8/11/83

Property of Cook County Clerk's Office

4018054

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0-4-0-18-0-5-4

Property of Cook County Clerk's Office

4018054

- (1) That the Petitioner, George Szacalis, resides at 7847 North Paulina Park, Chicago, Illinois, is 30 years of age and is employed by the University of Illinois Chicago Park as a merchandise and that the Respondent is 26 years of age, resides at 3912 West 57th Street, Chicago, Illinois, and is employed by the law firm of Howard Papper and Associates as a secretary.
- (2) That irreconcilable differences have arisen within the marriage between the parties such that the marriage has irretrievably broken down, that past efforts at reconciliation have failed and that future efforts would likewise fail, and that the parties lived separate and apart six months.
- (3) That the Petitioner has sustained and proven the allegations contained in his Petition for Dissolution of Marriage.
- (4) That the Petitioner and Respondent have entered into a written Property Settlement Agreement the terms of which are hereinafter set forth and that said agreement has been incorporated by reference into and made part of this Judgment For Dissolution of Marriage by leave of this Court, so will:

(NAME AND ADDRESS OF GRANTEE)

the following described Real Estate situated in the County of Cook _____ in the State of Illinois, to wit:

LOT 21 (EXCEPT THE WEST 1 FOOT) IN THE RESUBDIVISION OF LOTS 1 TO 18 INCLUSIVE, AND LOTS 31 TO 48 INCLUSIVE, IN BLOCK 13, IN JAMES H. CAMPBELL'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4, EXCEPT THE EAST 50 FEET THEREOF, IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

4018054

WHEREAS, it is ORDERED, ADJUDGED AND AGREED,

- (1) That the Petition for Dissolution of Marriage is granted, the parties are awarded a Dissolution of Marriage and that the cause of malfeasance previously existing between the parties be and are hereby dissolved.
- (2) That the remaining care, custody, control and education of the minor child or children is hereby awarded to the Respondent subject to agreed rights of visitation in the Petitioner.
- (3) That the exclusive possession, but not exclusive ownership, of the marital residence commonly known as 3912 West 57th Street, Chicago, Illinois is awarded to the Respondent and the minor children in her care, however, the Petitioner still retains his ownership as a joint tenancy in accordance with the attached Property Settlement Agreement.
- (4) That the Respondent is awarded spousal maintenance for a period of three (3) years from date hereof in the amount of ONE HUNDRED FIFTEEN and 10/100 (\$ 115.00) DOLLARS payable every two weeks. And in accordance with the aforementioned Property Settlement Agreement said sum is a maximum amount Respondent shall receive during said three (3) year period with no increase and all obligations on the part of Petitioner to pay spousal maintenance to Respondent cease upon the expiration of three (3) years from date hereof or the death or remarriage of Respondent prior to,
- (5) That the Petitioner shall pay to the Respondent in aid for child support for the parties minor children the sum of TWO HUNDRED AND THIRTY-FIVE (\$ 235.00) DOLLARS every two weeks as specified in the aforementioned Property Settlement Agreement.

That the written Property Settlement Agreement entered into and executed by the parties, heretofore received into evidence as Petitioner's Exhibit #1 and the original of which is attached hereto and merged and incorporated herein as is set forth verbatim, and all of its terms and provisions are expressly affirmed, unqualified and adopted as the order and judgment of this Court, to the same extent and with the force and effect as if said provisions were set forth verbatim in this Judgment for Resolution of Marriage.

ENTERED:

JUDGE

DATED

80185 97

4018054

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Please verify the above to be correct.

12-5-98
Carrie DeWitt

JULY 12 1998 THE EXHIBITS OF THE CLASSIC
COURT OF APPEALS NUMBER 12-5-98 ARE
RECORDED AS RECEIVED BY THE
CLERK OF THE CIRCUIT COURT OF COOK COUNTY ILLINOIS

UNOFFICIAL COPY

84015054

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of June 1983, by and between George Grazulis, Petitioner and Christine Grazulis, Respondent, parties to an action for Dissolution of Marriage, pending before the Circuit Court of Cook County, Illinois;

Whereas, the parties were lawfully married on March 25, 1973 in the City of Chicago, County of Cook, State of Illinois; and

Whereas, two children were born to the parties as a result of this marriage, namely George Grazulis born August 8, 1978 and Sheri Grazulis born April 6, 1980 and the Respondent is not now pregnant; and

Whereas irreconcilable differences have arisen between the parties as a result of which they are separated and are now living apart and not cohabitating as Husband and Wife; and

Whereas, the Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, said case no. pending; and

Whereas, without any collusion or references as to any dissolution proceedings between the parties, but without prejudice to any right or action for dissolution which either may have, the parties hereto have considered it to be in their best interests to settle between themselves now and forever, all questions of maintenance, their respective property and other rights and any and all other rights of property or other rights, including all rights of any kind, nature and description, real, personal or mixed, now owned or which may hereinafter be acquired by either of them; and

Whereas, each of the parties has been fully informed as to the wealth, property, estate and income of the other;

IT IS NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration by each to the other made and delivered, the receipt and sufficiency of which is hereby acknowledged, THE PARTIES DO AGREE AS FOLLOWS, TO WIT:

AC18054

86085 98

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARENTAL CUSTODY

The permanent care and custody of the parties minor children, George Gratalia, born August 8, 1978 and Sheri Gratalia, born April 4, 1980 shall be granted to the Wife, subject to liberal rights of visitation in the Husband.

The Husband shall have visitation on all weekends, including every night visitation, and during the week however, he shall give the wife reasonable notice of his desire to see the children on those days by calling at least four hours in advance unless mutually agreed otherwise. It is the intention of the parties that a strong and caring relationship be fostered between each of the respective parties and their children and each agrees to work toward this end.

CHILD SUPPORT

Acknowledging that both parties have obligations to support the minor children, based on their abilities to pay, it is hereby agreed, subject to court approval, that the Husband shall pay directly to the Wife the sum of TWO HUNDRED THIRTY FIVE and 00/100 (\$ 235.00) DOLLARS every two weeks in and for child support for the parties minor children. This is a total payment for both children and not to be interpreted as a figure per child. Said sum being based on the Husband's net take home pay being EIGHT HUNDRED SEVENTY TWO and 48/100 (\$ 872.48) DOLLARS every two weeks.

The Husband shall retain the right to declare the children as dependents for purposes of state and federal income tax filings.

SPOUSAL MAINTENANCE

For the period of three (3) years from the date of the entry of the Judgment For Dissolution Of Marriage the Husband shall pay directly to the Wife in and for Spousal Maintenance, formerly known as alimony, the sum of ONE HUNDRED FIFTEEN and 20/100 (\$ 115.00) DOLLARS every two weeks.

Upon the expiration of the aforementioned three (3) year period the Husband shall have no further obligation to pay any Spousal Maintenance to the Wife and the Wife does herein knowingly and intelligently waive any and all claims to future spousal maintenance over those sums owed for said specific three (3) year period. Should the Wife remarry during said period then all maintenance obligations due her cease.

UNOFFICIAL COPY

The parties acknowledge that the combined child support and spousal maintenance payments together equal approximately 75% of the Husband's net take home pay every two weeks.

Furthermore, the Wife waives the right to receive any monies in excess of any increase above said ONE HUNDRED FORTY-THREE (\$143) DOLLARS (\$143.00) per month, payable every two weeks, in Spousal maintenance. The aforementioned sum is a sum due for the entire three (3) year period and the Wife freely, voluntarily and knowing waives any increase in said figure for said period.

The Husband waives any right or claim to Spousal Maintenance from the Wife, past, present or future.

REAL ESTATE

The parties acknowledge that they are owners in joint tenancy of the real property commonly known as 3912 West 81st Street, Chicago, Illinois, improved with a single family dwelling.

Until such time as the younger of the minor children reaches eighteen the Wife shall be granted the exclusive possession of the marital residence for purposes of establishing a residence for herself and the children.

Unless mutually agreed between the parties that the property be sold earlier in time, said real estate shall be sold, or one party may buy out the interest of the other party, upon the younger child reaching age eighteen. The net proceeds of the sale shall be divided equally between the parties 50/50, and during the term of the Wife's residency therein each party is deemed to have an equal interest in said real estate waiving no rights of ownership except as otherwise noted herein.

All obligations of mortgage payments, utilities costs, property taxes and insurance shall be the Wife's obligation to pay during her residency therein. And she shall keep said property in a good state of repair so as not to diminish its value.

In the event the Wife fails to make the necessary mortgage payments, or other payments noted above, and the Husband is forced to make said payments any monies the Husband pays as a result of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

In the event of failure to pay any sum due the Husband may then be
destituted and hold the right to deduct said sum from any
annual maintenance payments due the Wife.

In the event the Wife is unable to meet the financial
obligations of the marital residence after the three years
period of spousal maintenance payments, in prior to said period
extending if all sums due her otherwise are deducted in offsets
for the husband's failure to pay said obligations as aforementioned,
the property may be sold or the Husband may reside in said
premises and assume the payment obligations.

Any advances or offsets due one to the other may be
 deducted from the owing party's share of the sale proceeds
as closing.

LIFE AND HEALTH INSURANCE

For the benefit of the children the Husband shall specifically
name as beneficiaries on his life insurance policy presently
in existence and shall keep a minimum of TWENTY THOUSAND and
NO/100 (20,000.00) DOLLARS of life insurance per child on
his life.

Husband shall keep in full force and effect the health insurance
plan he presently has, or an equivalent should he secure different
employment specifying the children as covered parties thereto.

The Wife's health insurance shall be her own responsibility.

Routine medical and dental expenses of the children shall
be the responsibility of the Wife to pay and extraordinary expenses
not otherwise covered by insurance shall be the responsibility of
the Husband to pay.

PERSONAL PROPERTY

Though pre-marital property belonging to the Husband the Wife
may retain the use of the household furniture and appliances during
her and the children's residency at 3912 West 57th Street, Chicago,
Illinois, with the exception that the Husband may take the
Brewster stereo.

The 1976 Buick Regal automobile shall become the exclusive
property of the Wife, free of any claims of the Husband.

The 1975 Oldsmobile Cutlass automobile shall become the
exclusive property of the Husband, free of any claims of the Wife.

4018054

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 4 0 1 8 3 5 4

The Husband shall assign his credit line for payment of the outstanding VISA credit card bill.

Each party shall retain possession of all property previously in their possession and all personal effects and tools free of all claims of the other party.

EXECUTION OF DOCUMENTS

That each of the parties agrees that he/she will upon demand by the other at any reasonable time hereafter, execute any and all instruments and documents as may be necessary to release their respective interests in any property belonging to the other or otherwise bearing to bear the provisions of this agreement. The intention being that the settlement provided for in this agreement shall constitute a complete adjustment of the property rights of the parties hereto.

PENSIONS AND RETIREMENT

That each party freely and voluntarily waives, now and forever, any claims to the pension or other retirement accounts of the other, past, present or future.

ATTORNEY FEES

That each party shall be responsible for the payment of their own attorney's fees.

The Wife acknowledges she has sought the aid of her own counsel and does not and has not sought the counsel or advice of the Husband's attorney and has not in any fashion relied thereon.

MUTUAL RELEASE

That other than aforementioned, all the singular rights of each of the parties hereto arising in, to and against the property of the other of every kind, nature and description whether real, personal or mixed, wheresoever situated, both personally owned and in which each of them now has or hereinafter acquires any beneficial interest shall cease and determine from and after entry of this Judgment, and that neither of them hereto shall hereafter have any claims of right, title or interest of any kind in, to or against the property of the other from and after the entry of this Judgment including all inchoate rights of dower, curtesy homestead or other interest of either party in and to the property of the other arising

4018054

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

04318054

by virtue of the contract of the parties hereto or otherwise
and, including all contractual or property rights or claims for damages
arising out of the relationship between the parties hereto, whether by virtue of any
relationship or other relationship whatsoever or personal acts
committed by either party.

BUNDLING OF HISTS

That each of the parties, his or her heirs, executors or
representatives, upon demand of the other at any time hereafter
shall execute and deliver to the other party, any and all instruments
and documents as may be designated herein or as may be reasonably
necessary to make effective the provisions of this Agreement
and Judgment and to release his or her respective interests in
the property, real, personal or mixed, belonging to the other or
reserved to the other, the intention being that the property
settlement provided for herein shall constitute a complete and
full adjustment of the rights of the parties hereto.

APPROVAL OF COURT

That this Agreement shall be submitted to the Court for
approval and if approved, shall be made part of the Judgment for
Dissolution of Marriage and shall be of effect and binding only
if a Judgment For Dissolution Of Marriage is entered in the case
pending.

IN WITNESS WHEREOF, the parties hereto have hereunto fixed
their signatures on the day and year first written above.


GEORGE GRATULIS


CHRISTINE GRATULIS

8518054 103

4018054

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 4 0 | 3 0 5 4

STATE OF ILLINOIS)
COOK COUNTY, ILLINOIS)
Date of 13 March 1983)

CHRISTINE GRAZULIS, being first duly sworn and on oath deposes and states that he is the Husband referred to in the foregoing Agreement and he is of lawful age and under no legal disabilities, that he has read the foregoing Power Settlement Agreement and that he understands all contents and agrees the effect and meaning thereof, having fully satisfied with his attorney's representation in this matter, that the matters and facts stated in the Agreement are true, that he has by his own free will and accord agreed to the conditions of and the contents of the said Agreement, and he and his wife, the wife of this witness also agree to all the provisions and contents of the Agreement and that he is now and was at the time of signing said Agreement a possessor to perform those actions required against therein and it is his intention to be bound by the provisions of this Agreement and agrees to indemnify for his breach thereof.

George J. Nagle
County Clerk
Cook County
Christine Grazulis

Subscribed and sworn to before
me this 13 day of
1983

4018054

STATE OF ILLINOIS)
COOK COUNTY)
Date of 13 March 1983)

CHRISTINE GRAZULIS, being first duly sworn and on oath deposes and states that she is the Wife referred to in the foregoing Agreement and she is of lawful age and under no legal disabilities, that she has read the foregoing Agreement, that she fully understands all contents and knows the effect and meaning thereof, that the matters and facts stated in the Agreement are true, that she has

85188 101

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1018024

I, CHRISTYNE GRAZULIS, do hereby swear and declare before the Notary Public of this State, that I have read the contents of this instrument, and agree to all of the provisions and contents of the said Agreement, and that she is aware that the time of the signing of the said Agreement is a sufficient period of time to perform those actions required of her therein and that no limitation to be bound by the provisions and contents of this instrument arises or indemnity for her breach thereof.

Christyne Grazulis
CHRISTYNE GRAZULIS

Sabrina S. and I do hereby certify that
we are the parents of the above named minor.
We further certify that we are the
natural parents of the above named minor.
We further certify that we are the
natural parents of the above named minor.

STATE OF ILLINOIS

COOK COUNTY

COURT OF COMMON PLEAS

JUDICIAL CIRCUIT

CLERK'S OFFICE

RECEIVED

RECORDED

SEARCHED

INDEXED

FILED

UNOFFICIAL COPY

REC'D DEC 12 1968 30

CAROLYNNE F. GALLAGHER
REGISTERED

✓
1
269654
269654

14018054
14018054
14018054
14018054

269654

26

Property of Cook County Clerk's Office

12-591
Anchorage