

In Re The Marriage of
Aaron W. Williams and
Joyce A. Williams

386-285 (form)

ORDER DATED JANUARY 14, 1987

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DECREE OF DISSOLUTION OF MARRIAGE

COME NOW Petitioner, AARON W. WILLIAMS, in person and by counsel, JOHN S. DIAZ, and the Respondent, JOYCE A. WILLIAMS in person and by Counsel, LAURA J. WYATT, and the Respondent having been duly and legally served with process, namely summons in all respects as required as required by law, and more than sixty (60) days having elapsed since the issuance of summons and this cause having been at issue upon the Peittioner's petition for dissolution of marriage and respondent's Cross Petition for Dissolution of Marriage, and the same having been submitted to the Court for trial, finding and judgment. The Court being duly advised in the premises now finds as follows:

1. That the marriage of the parties is irretrievably broken and, therefore, should be dissolved.
2. That the Marital Property Settlement, Custody, Support and Visitation Agreement of the parties in this action is not unconscionable and the same is approved by the court and made a part of this decree the same as if the terms and provisions thereof were fully recited herein and each of the parties is ordered and directed by the Court to carry out the terms and provisions of said Marital Property Settlement, Custody, Support and Visitation Agreement, to-wit:

MARITAL PROPERTY SETTLEMENT, CUSTODY
SUPPORT AND VISITATION AGREEMENT

THIS AGREEMENT, made this 14th day of January, 1987, by and between AARON W. WILLIAMS, Petitioner-Husband, and JOYCE A. WILLIAMS, Respondent-Wife.

WITNESSETH THAT:

WHEREAS, Petitioner-Wife and Respondent-Husband were lawfully wedded on September 22, 1979, and thereafter lived together in lawful wedlock until February 24, 1986, when due to irreconcilable differences between them, they ceased such living together;

WHEREAS, Petitioner-Husband thereafter filed a Petition for Dissolution of Marriage in the Lake Superior Court, Room Three, Lake County, Indiana, under cause number 386-285 entitled: IN RE THE MARRIAGE OF AARON W. WILLIAMS AND JOYCE A. WILLIAMS;

WHEREAS, Petitioner-Husband and Respondent-Wife believe and aver that it is to their best interest, jointly and severally, to determine and settle between themselves, now and forever, any and all matters regarding child custody, child support and child visitation, and also any and all property rights which either of them now have or hereafter may have in or to any property of the other of them;

WHEREAS, Petitioner-Husband is represented by counsel of record, JOHN S. DIAZ, and Respondent-Wife is represented by counsel of record, LAURA J. WYATT;

WHEREAS, the parties are the parents of two (2) minor children; namely, RYAN, born August 14, 1978 and AARIANN, born May 14, 1982;

NOW THEREFORE, in consideration of the foregoing recitals and also of the mutual promises and other good and valuable consideration expressed herein, the sufufficiency of which hereby is acknowledged by Petitioner-Husband and Respondent-Wife agree as follows:

CUSTODY, SUPPORT AND VISITATION

1. Respodnent-Wife is given the care and custody of the parties' minor children, subject to the Petitioner-Husband's rights of liberal visitation upon Twenty-Four (24) hours notice to Respondent-Wife, including one weekend each month and extended visitation in the summer for a period of three (3) weeks upon fifteen (15) day notice to Respondent-Wife.

2. Petitioner-Husband shall pay to Respondent-Wife for the care and support of the parites' minor children the sum of Sixty-Five (\$65.00) per week per child and in addition thereto shall be responsible for all reasonable and necessary medical, dental, orthodontic, pharmaceutical, hospital and optical expenses of said children.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

February 13, 1987

DEC 19 1988
KEY # 17-14-13
David A. Bastick
AUDITOR LAKE COUNTY

TICOR TITLE INSURANCE
Crown Point, Ind.
David A. Bastick

DEC 29 2 33 PM '88

LESLIE A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307

J. J. 20
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3. When Petitioner-Husband has the children for three (3) consecutive weeks during the summer, support shall abate by one-half during said three (3) consecutive weeks. When Petitioner-Husband has the children for less than three (3) weeks, support shall not abate by one-half.

MARITAL OBLIGATIONS

1. Petitioner-Husband will be responsible for the outstanding debts of the marriage including, but not limited to, Sears bill in Petitioner-Husband's name, Sears bill in Respondent-Wife's name, Dr. Bloomburg, Dr. Wiley, Montgomery Wards, Visa, telephone bill in the amount of \$18.82, and Gainer Bank.

2. Petitioner-Husband shall sign a transfer of Respondent-Wife's Sears account to Petitioner-Husband's Sears account. Said transfer shall remain in the possession of Attorney John S. Diaz. If Respondent-Wife is contacted by Sears that her Sears account is not being paid or at any time that non payment reflects on Respondent-Wife's credit, said transfer shall be forwarded to Sears.

REAL ESTATE

1. Petitioner-Husband is awarded all right, title and interest in and to the real estate located at 1200 E. Cleveland, Hobart, Lake County, Indiana, and he shall assume, pay and hold the Respondent-Wife harmless on any outstanding indebtedness due thereon.

2. Respondent-Wife is awarded Six Thousand (\$6,000.00) dollars equity in said real estate. Respondent-Wife shall quit claim her interest in the property. One Thousand (\$1,000.00) Dollars equity shall be payable as follows: Five Hundred (\$500.00) Dollars within ten (10) days and an additional Five Hundred (\$500.00) Dollars within thirty (30) days. The balance of Five Thousand (\$5,000.00) Dollars together with interest at the rate of nine (9%) percent shall be payable as follows: Two Hundred (\$200.00) Dollars per month commencing February 1, 1987, and the balance remaining together with interest due in full on February 1, 1989. Said Five Thousand (\$5,000.00) Dollar judgment shall be secured by a promissory note and second mortgage on the real estate located at 1200 E. Cleveland, Hobart, Lake County, Indiana. Respondent-Wife to vacate the marital property ten (10) days after she has received One Thousand (\$1,000.00) Dollars for her partial equity.

AUTOMOBILES

1. Petitioner-Wife is awarded the 1980 Chevrolet automobile.
2. Respondent-Husband is awarded the 1978 Elcamono automobile.

PERSONAL PROPERTY AND EFFECTS

1. Respondent-Wife is awarded the following personal goods and effects: Bedroom Furniture, bed and dresser, one of th chutches, stove, refrigerator, clock, lamp and stand, toaster, her dishes, crock pot, kitchen equipment, microwave, dining room set, Deacon's Bench, children's room, all children's belongings, kitchen table and chairs, doll collection, washer and drier, one-half of the family pictures, console TV and one-half of paintings.

2. Petitioner-Husband is awarded the following personal goods and effects: living room couch and loveseat, curtains, stereo cabinet glass enclosed, one-half of the oil paintings by P. Wong, all tools, some sheets and towels and pots, pans and dishes.

3. Petitioner-Husband is awarded his life insurance policy and is ordered to keep the parties' children as beneficiaries on said policy.

4. Respondent-Wife is awarded her life insurance policy and is ordered to keep the parties' children as beneficiaries on said policy.

ATTORNEY FEES

1. Petitioner-Husband agrees to pay Petitioner-Wife's attorney fees in the amount of Six Hundred (\$600.00) Dollars, payable one-half in thirty (30) days and one-half in sixty (60) days.

SURVIVING COVENANTS

1. Each of the spouses agree that in the event that a dissolution of marriage is granted, each spouse will perform the following covenants for the benefit of the other:

February 13, 1987

(a) Release of Claims. To the extent permitted by law, and in consideration for all the premises, each of the parties hereby releases, waives and forever relinquishes all claims, rights of dower, inheritance, descent and distribution, and all other right, title, claim, interest and estate existing by reason of their former relationship as husband and wife, and that he or she has, or may hereafter have or be entitled to claim, in, to or against the property and assets of the other, whether real, personal or mixed, or his or her estate whether in possession or expectancy and whether vested or contingent; and each party agrees that for the purposes of enforcing all right or claim released herein, this release, when pleaded, shall be a complete defense to any such claim or suit so instituted by either party except the claims and rights of each party created pursuant to this agreement, it being the intention of the parties to accept the provisions of this agreement in full, release and settlement of any and all claims and rights against the other.

(b) Execution of Additional Documents. In consideration of the premises, each spouse agrees that at the request and expense of the other, hereafter to execute and deliver to the other party any and all deeds, bills, for sale, instruments of assignments, or other documents, that the other may reasonably require for the purpose of giving full force and effect to the provisions of this agreement.

(c) Assigns. Neither the rights created by this agreement, nor any orders of the Court in the Decree of Dissolution of Marriage shall be assignable and any purport of assignment thereof shall be wholly invalid and unenforceable.

(d) Full disclosure. Both parties state that the above agreement is a full and complete disclosure of all property and assets accumulated by either or both parties and said agreement disposes of all property and assets held by either or both parties and that neither party has any interest in any other property or assets not disclosed to the other.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals this 14th day of January, 1987.

/s/ Aaron W. Williams
Aaron W. Williams

/s/ Joyce A. Williams
Joyce A. Williams,
Respondent

This Property Settlement is hereby approved and made an Order of the Court and made a part of the Decree and is hereby incorporated therein by reference.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT as follows:

1. That the bonds of matrimony heretofore existing between the Petitioner and Respondent be and the same are hereby dissolved.
2. That the Marital Property Settlement, Custody, Support and Visitation Agreement of the parties is hereby approved, made a part of this decree and incorporated herein by reference.

ALL OF WHICH IS ORDERED THIS 14th day of January, 1987.

/s/Deborah Szczepanski
JUDGE Pro Tem

The United States of America



STATE OF INDIANA, COUNTY OF LAKE, ss:

I, the undersigned, Clerk of the Lake SUPERIOR Court of Lake County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify that the above and foregoing is a full, true, correct and complete copy of the Order of Court dated JANUARY 14, 1987 in Cause No. 386-285 entitled, In Re The Marriage Of: AARON W. WILLIAMS and JOYCE A. WILLIAMS, as fully as the same appears of record in my office as such Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in GARY, INDIANA in the said County, this 15th day of DECEMBER, A. D., 19 88.

Robert C. Antick

 Clerk Lake SUPERIOR Court.
Elizabeth Pascoe

 Deputy