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In Re: The Marriage of Teri Villagomez and Jonathan Villagomez 279-170 (form)

(Order of May 7, 1979 Received August 21, 1979)

Now comes the Petitioner in person and by her counsel, William Walker, Jr., and the Respondent in person and by his counsel, Joseph Matuga, and this cause is now submitted on the Petitioner's original petition for dissolution of marriage and evidence heard. The Court, being duly advised, now finds that:

1. The marriage of the parties is irretrievably broken and should be dissolved.

2. The Petitioner has been a continuous and bona fide resident of Lake County, Indiana, for more than the 6 months immediately preceding the filing of this cause.

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3. There were no children born of this marriage and the Petitioner is not now pregnant.

4. The parties commenced co-habitation some months prior to their marriage and the Petitioner gave up her employment as a waitress, earning \$75.00 each week, at the direction of the Respondent, and she has not since worked. Shortly before their marriage application was made for the purchase of a home and, in due course, consummation thereof was completed and the parties moved in, in approximately October of 1978. The purchase price of the home was \$35,000.00 toward which the parties paid down \$7,000.00 and closing costs of \$529.00. All of that money, as well as the monies expended in purchasing the parties' furnishings, was money furnished by the Respondent who has been employed for approximately 22 years by Inland Steel Co., presently as a trackmobile operator, from which employment he generates monthly gross income of approximately \$1300.00.

The Petitioner made contribution to this marriage as a home-maker. The parties have no stocks or bonds or accounts, other than a credit account of the Respondent with the Inland Steel Employees' Federal Credit Union, in the approximate sum of \$550.00 which, however, is encumbered by reason of a loan of the Petitioner to that lender. The parties have received the proceeds of their 1978 state and federal tax refunds, most of which have been expended by the Petitioner. The parties have separated on several occasions during their marriage. The Respondent has given the Petitioner wedding and engagement rings, the value of which is approximately \$900.00.

5. The parties have, and including the mortgage on the above-described real estate, several outstanding credit balances, the payment of which should be the exclusive obligation of the Respondent.

6. The Respondent should have the exclusive ownership of the parties' home and furnishings, provided that the Petitioner should receive from him, in reasonable monthly installments, a sum that will compensate her in the equitable disposition of the parties said property.

7. The Petitioner's maiden name should be restored to her.

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED, by the Court, that:

1. The bonds of matrimony heretofore existing between the parties hereto be, and they are hereby, dissolved.

2. a. All right, title and interest in and to the following described real estate, to-wit:

Lots 37 and 38 Block 27, Calumet Addition to City of East Chicago recorded in Plat Book 8, page 32, of the Petitioner be, and the same is hereby, divested of and from her and vested in the Respondent.

b. The Clerk of this COURT, the Auditor of Lake County and the Recorder of Lake County, respectively, shall, with respect to said real estate, timely perform the duties imposed upon them pursuant to I.C. 6-1.1-5-6.

3. The Petitioner have and recover of and from the Respondent the sum of \$2,400.00, execution upon which shall be withheld provided that the Respondent pay said sum to the Petitioner in monthly installments of \$200.00 each month, commencing May 15, 1979.

4. The Respondent be exclusively responsible for payment of all outstanding credit obligations incurred during the parties' marriage, including, but not limited, to the mortgage upon the above-described premises, Sears Roebuck Co. Steel City Furniture, Marcus Jewelers and Alberts Jewelers and that he hold the Petitioner wholly free and harmless from any liability with respect thereto.

5. The Respondent have exclusive ownership of all of the parties' household furnishings, goods and appliances, free and clear of any claim thereto of the Petitioner.

6. The Petitioner's maiden name of Pennock be, and the same is hereby, restored to her.

7. The costs of this action are paid.

ALL SO ORDERED AND DECREED THIS 7th day of May, 1979
/s/ Morton B. Kanz, Judge

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CERTIFICATION OF CLERK

As legal custodian I hereby certify that the above and foregoing is a true and complete copy of the original on file with this office in the cause stated thereon.

Witness my hand and the seal of the court this

31st day of August 2005.

Clerk of the Lake Circuit and Superior Courts

By: Marijane C. Eric
Deputy Clerk

