

UNOFFICIAL COPY



00638460

Atty.No.55617

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS THIRD MUNICIPAL DISTRICT

IN RE THE MARRIAGE OF:)
 MICHAEL R. BARNES)
)
 Petitioner,)
)
 vs.)
)
 DORIS A. BARNES)
)
 Respondent.)

00638460
 5474/0143 28 001 Page 1 of 17
 2000-08-18 16:58:01
 Cook County Recorder 53.50
 Case No. 98 D3 30965

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD on the Petition for Dissolution of Marriage of the Petitioner, MICHAEL R. BARNES, and the Response thereto of the Respondent, DORIS A. BARNES, and by stipulation of the parties that this matter be heard as a default, the Court having heard the evidence and having considered a written Marital Settlement Agreement entered into by and between the parties hereto and as hereinafter set out and the Court being fully advised in the premises;

FINDS THAT:

- A. This Court has jurisdiction of the parties and of the subject matter hereof;
- B. The Petitioner was a resident of the State of Illinois for at least ninety (90) days at the time the Petition for Dissolution of Marriage was commenced and has maintained a residence in the State of Illinois, County of COOK for ninety (90) days, next preceding the making of the findings;
- C. The parties hereto were married on AUGUST 6, 1988, in the City of Chicago, County of Cook, State of Illinois, and said marriage is registered therein;

D. That no children were born to the parties as a result of the marriage, nor were any children adopted by the parties, and DORIS is not now pregnant.

E. The Petitioner has proven by relevant and competent evidence that irreconcilable differences have arisen which have caused an irretrievable breakdown in the marriage relationship as a result of which the parties have lived separate and apart for a period in excess of six (6) months. That efforts at reconciliation have failed and further efforts at reconciliation are not in the best interests of the parties;

F. The parties hereto have entered into a written Marital Settlement Agreement; that said Agreement has been presented to this Court and have been found to be fair, just and equitable; and said Agreement is hereby approved by this Court. Said Agreement is attached hereto and by reference made part of this Judgment of Dissolution as if they were set forth in full within the ordering part of said Judgment, and are incorporated herein.

NOW, THEREFORE, in accordance with all of the foregoing, and pursuant to the authority vested in this Court by the Statutes of the State of Illinois in such case made and provided;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED.

1. That the parties hereto are hereby awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the parties hereto be and the same are hereby dissolved as to both parties.

2. That the Marital Settlement Agreement dated JUNE 25, 1999, entered into by the parties are hereby incorporated and merged into this Judgment of Dissolution as if fully set forth herein and each and every provision is binding on the parties.

RB MB

UNOFFICIAL COPY

3. Any right, claim, demand or interest of the parties in and to maintenance for themselves, past, present and future; and in or to the property of the other, whether real, personal or mixed, and wheresoever situated, including homestead, succession and inheritance, arising out of the marital relationship existing between the parties hereto, except as expressly set forth in this Judgment and the attached Marital Settlement Agreement, is terminated.

4. This Court retains jurisdiction of this cause for the purpose of enforcing the terms and provisions of this Judgment.

ENTER:

JUDGE

ENTERED	
JUN 29 1999	
1	6
6	1
1	3
DANIEL J. SULLIVAN	

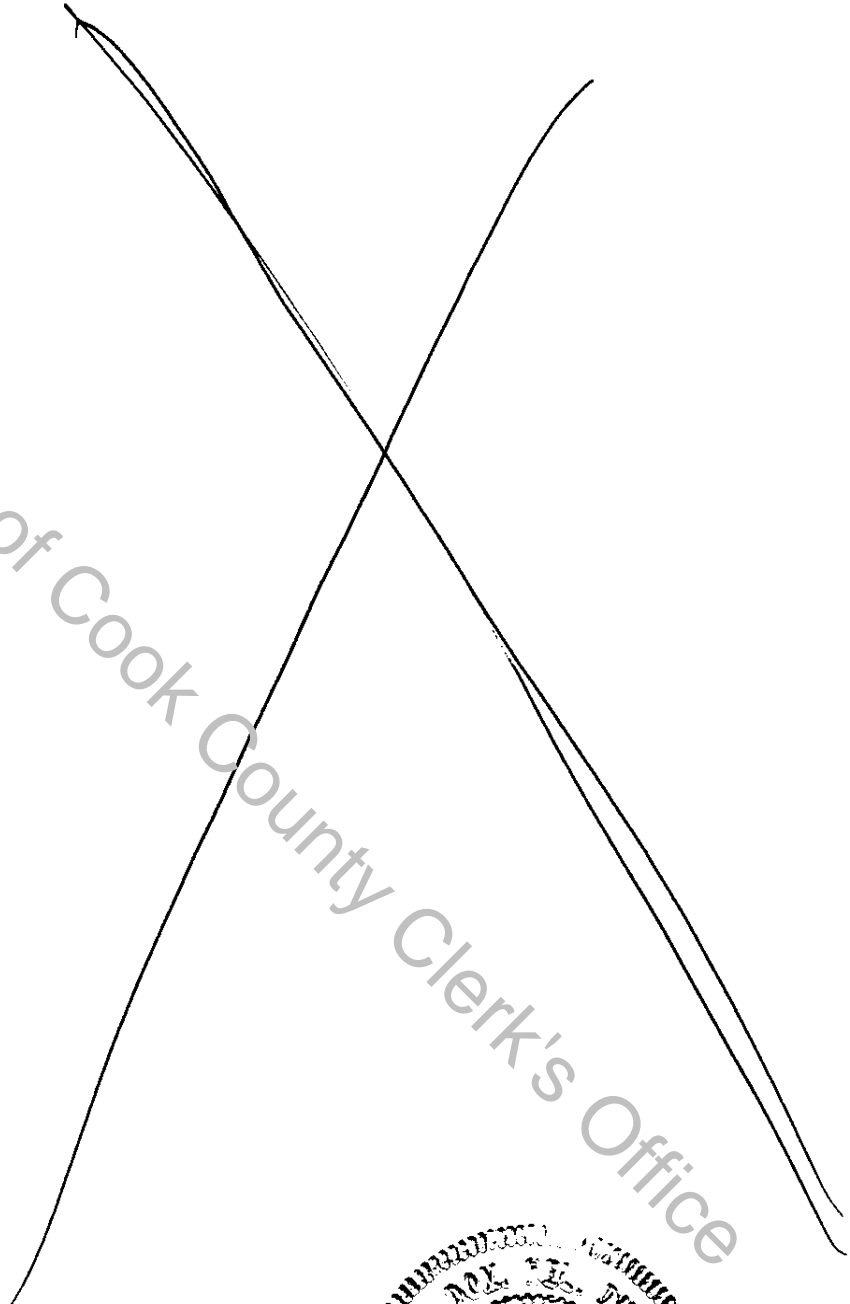
Terrence J. Freeman
LAW OFFICES OF TERRENCE J. FREEMAN, P.C.
400 East Main Street
Barrington, Illinois 60010
(847) 381-3800
Atty. No: 55617



Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
JUN 29 1999
03
1999 JUN 29 11:00 AM
2000 JUN 29 11:00 AM

Property of Cook County Clerk's Office



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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF Judgment
ENTERED/FILED/ ON June 29, 20 1999

August 18 2000
Annalisa Luciviska
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS

MARITAL SETTLEMENT AGREEMENT

OB
MB

THIS AGREEMENT made JUNE 25, 1999, at Barrington, Illinois, by and between MICHAEL BARNES, (hereinafter referred to as "MICHAEL"), residing in Inverness, Illinois, and DORIS BARNES, (hereinafter referred to as "DORIS"), residing in Cook County, Illinois.

RECITALS

- A. The parties were lawfully married at Chicago, Cook County, Illinois, on August 6, 1988, and said marriage is registered therein.
- B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they have ceased to live together as husband and wife.
- C. No children were born to the parties as a result of their marriage. No children were adopted by the parties as a result of this marriage. DORIS is not now pregnant.
- D. The parties hereto consider it in their best interests to settle between themselves now and forever the matter of maintenance for MICHAEL and DORIS, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them, and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have against the other, or in or to any property of the other, whether real, personal or mixed now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.
- E. MICHAEL has employed and had the benefit of counsel of Terrence J. Freeman of THE LAW OFFICES OF TERRENCE J. FREEMAN, P.C. as his attorney, and DORIS has

employed and had the benefit of counsel of GAIL M. SCHIESSER as her attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each party has been fully informed of his or her respective rights in the premises.

F. It is specifically understood by MICHAEL and DORIS that this Agreement, in its entirety, was negotiated and prepared for their direct benefit and not for the direct benefit of anyone else. It is not intended by either MICHAEL or DORIS that any persons be third party beneficiaries of this Agreement now or in the future. Any benefits, which may be conferred upon any persons, arise solely as incidental or collateral benefits to the direct benefits conferred upon the parties to this Agreement.

NOW THEREFORE, in consideration of the mutual and several promises and undertaking herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action and Incorporation of Recitals

1. The foregoing recitals are made a part of this Agreement.
2. This Agreement is not one to obtain or stimulate a dissolution of marriage.
3. MICHAEL reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring against DORIS and defend any action which has been or may be commenced by DORIS. DORIS reserves the right to prosecute any action for

dissolution of marriage which she has brought or may hereafter bring against MICHAEL and defend any action which has been or may be commenced by MICHAEL.

ARTICLE II

Maintenance

1. DORIS waives now and forever all claims for maintenance (formerly known as alimony) from MICHAEL.
2. MICHAEL waives now and forever all claims for maintenance (formerly known as alimony) from DORIS
3. Each party hereby waives, promises, and releases any and all claims against the other for maintenance, alimony, and/or spousal support, whether past, present, or future. This Agreement shall terminate forever each party's rights to receive maintenance, alimony, and/or spousal support from the other, whether past, present, or future.

ARTICLE III

Real Property

I. MARITAL RESIDENCE:

1. The parties presently own, in joint tenancy, the marital residence commonly known as: 221 Haman Road, Inverness, Illinois, the legal description for which is attached hereto as Exhibit "A".
2. DORIS represents and warrants that she has no knowledge of any liens, encumbrances, or clouds against title to the properties that did not appear of record at the time the parties took title, other than the first mortgage encumbrance and real property taxes for 1998 and subsequent years. In the event it is subsequently determined that any additional liens,

encumbrances, or clouds against the titles to the properties have been caused by the actions of DORIS, she shall bear sole financial responsibility therefore, shall take all actions necessary to immediately remove same, and shall indemnify MICHAEL and hold him harmless with respect thereto.

3. MICHAEL represents and warrants that he has no knowledge of any liens, encumbrances, or clouds against title to the properties that did not appear of record at the time the parties took title, other than the first mortgage encumbrance and real property taxes for 1998 and subsequent years. In the event it is subsequently determined that any additional liens, encumbrances, or clouds against the title to the properties have been caused by the actions of MICHAEL, he shall bear sole financial responsibility therefore, shall take all actions necessary to immediately remove same, and shall indemnify DORIS and hold her harmless with respect thereto.

4. DORIS shall execute a quit claim deed and any other documents necessary to transfer her right, interest and title in the property to MICHAEL upon the ^{entry of a} ~~payment of the sum set~~ **Judgment for Dissolution of Marriage in this matter.** Ob
MB
~~forth in Article IX of this Agreement.~~

5. The parties agree that DORIS' interest in the marital residence is \$27,000.00. MICHAEL shall pay this sum to DORIS as follows:

A. The sum of FIVE HUNDRED DOLLARS AND NO/100 (\$500.00) PER MONTH, commencing upon the first month following the entry of a Judgment for Dissolution of Marriage, and for each consecutive month thereafter until paid in full;

B. In the event that MICHAEL sells the residence prior to paying the full amount to DORIS set forth above, MICHAEL shall pay to DORIS the entire remaining balance due and owing to DORIS pursuant to this Agreement, directly from the proceeds for the sale of the subject

property.

C. In the event that MICHAEL dies prior to payment in full to DORIS as set forth herein, MICHAEL's Estate shall become liable to pay any remaining sums due and owing to DORIS pursuant to the terms of this Agreement.

6. DORIS shall prepare and record a lien on the parties' marital residence. Such a lien will reflect the debt owed by MICHAEL to DORIS in payment for DORIS'S interest in the marital property. Any such lien shall be promptly removed by DORIS upon payment in full by MICHAEL to DORIS of the debt noted above in Paragraph 5 of this Article.

7. MICHAEL shall have the sole and exclusive right to possession and use and occupancy of the property.

8. MICHAEL shall be solely responsible for payment of the mortgage loan payments for the mortgage affecting the property, real estate taxes, special assessments, utilities, maintenance, and any and all other expenses associated with the property. MICHAEL shall indemnify and hold DORIS harmless from any and all costs, claims or demands related to such costs affecting this property.

9. Said indemnification described in this Article shall include payment of reasonable attorneys fees and costs incurred in connection with defending an action brought against either party for the nonpayment of a debt owed by the other party, and/or for the enforcement of this Article. The obligations herein undertaken shall not be dischargeable in Bankruptcy as between the parties hereto, even though a Discharge may be effective against the various creditors.

II. OTHER REAL ESTATE

1. The parties agree that subsequent to their separation, DORIS purchased a parcel of

UNOFFICIAL COPY

real property commonly known as: 1204 Town Street, Prentice, Wisconsin.

2. The parties further agree that MICHAEL has no right, title, interest or other claim in this property, and that DORIS is the sole and exclusive owner of this parcel of real property, and that DORIS has and shall continue to have sole and exclusive right to possession, use, and occupancy of this property.

3. DORIS bears and shall continue to bear sole and exclusive financial responsibility for the payment of all mortgages, taxes, special assessments, utilities, maintenance, and any and all other expenses which are or might be associated with this property. DORIS shall indemnify and hold MICHAEL harmless from any and all costs, claims, or demands related to this property.

4. Said indemnification described in this Article shall include payment of reasonable attorneys fees and costs incurred in connection with defending an action brought against either party for the nonpayment of a debt owed by the other party, and/or for the enforcement of this Article. The obligations herein undertaken shall not be dischargeable in Bankruptcy as between the parties hereto, even though a Discharge may be effective against the various creditors.

ARTICLE IV

Furniture and Furnishings

The parties acknowledge that at the time of the execution of this Agreement, each party has in his or her possession all the furniture, furnishings, appliances, works of art, and other personal property belonging to that party and the other party shall have no further right, title or interest therein.

ARTICLE V

Automobiles

1. DORIS shall retain as her sole and exclusive property, free and clear from any interest that may be held or claimed to by MICHAEL, the 1996 MONTE CARLO AUTOMOBILE. DORIS shall be solely responsible for payment of any existing indebtedness on this automobile, lease payment, license fees, insurance, repairs and maintenance of said automobile and shall indemnify and hold MICHAEL harmless from any and all costs, claims or demands related to such.

3. MICHAEL shall retain as his sole and exclusive property, free and clear from any interest that may be held or claimed to by DORIS, the 1992 FORD PICK-UP TRUCK and the 1981 HARLEY DAVIDSON MOTORCYCLE. MICHAEL shall be solely responsible for payment of any existing indebtedness on these vehicles, license fees, insurance, repairs, and maintenance of said vehicles, and shall indemnify and hold DORIS harmless from any and all costs, claims or demands related to such.

4. Said indemnification described in this Article shall include payment of reasonable attorneys fees and costs incurred in connection with defending an action brought against either party for the nonpayment of a debt owed by the other party, and/or for the enforcement of this Article. The obligations herein undertaken shall not be dischargeable in Bankruptcy as between the parties hereto, even though a Discharge may be effective against the various creditors.

5. Each party shall execute any and all documents necessary to effectuate transfer of title into the name of the other party.

ARTICLE VI

Debts and Obligations

1. Except as otherwise provided herein, each party shall be solely responsible for any and all debts presently in the name of that party on the date of this Agreement, and shall be responsible for any and all debts incurred by the party since the date of the parties separation on **MAY 30TH, 1998**.
2. DORIS shall indemnify and hold MICHAEL harmless from any liability for any and all debts incurred by her.
3. MICHAEL shall indemnify and hold DORIS harmless from any liability for any and all debts incurred by her.
4. If not already done so by the date of this Agreement, the parties agree to retire all balances and close any and all joint charge accounts or debts within thirty (30) days of the date of this Agreement.
5. Said indemnification described in this Article shall include payment of reasonable attorneys fees and costs incurred in connection with defending an action brought against either party for the nonpayment of a debt owed by the other party, and/or the enforcement of this Article. The obligations herein undertaken shall not be dischargeable in Bankruptcy as between the parties hereto, even though a Discharge may be effective against the various creditors.

ARTICLE VII

Federal and State Income Tax Returns

1. MICHAEL and DORIS acknowledge that during their marriage, they filed joint federal and state income tax returns for every year of their marriage up to 1997. For the year 1998, DORIS has filed her federal and state income tax returns individually, under the status

"Married Filing Separately. Each party shall file their own federal and state income tax returns for the year 1999, and each year thereafter, as applicable.

2. Any deficiencies, claims, demands, obligations or liabilities to or assessments by the Internal Revenue Service or the State of Illinois Department of Revenue assessed against either party as a result of their filing of their individual 1998 income tax returns, shall become the sole and exclusively liability of said party. Each party agrees to indemnify, save and hold the other harmless from any liability whatsoever with regard to the filing of their personal 1998 income tax returns.

3. If any tax refunds are received as a result of either party's filing of their individual 1998 federal or state income tax returns, the refunds will be the sole property of the party receiving the refund as a result of the filing of their individual returns.

ARTICLE VIII

Liquid Assets

1. Upon the entry of a Judgment for Dissolution of Marriage, in order to achieve an equitable division of the marital assets of the parties, the parties agree to divide the liquid assets as follows:

A. MICHAEL and DORIS shall each receive one-half (1/2) of the VANGUARD INDEX FUND;

B. MICHAEL shall receive as his sole and exclusive property, any monies currently held in the OLD KENT BANK SAVINGS ACCOUNT, free and clear from any interest that may be held or claimed to by DORIS, whether past, present or future;

C. DORIS shall receive as her sole and exclusive property, the SAVINGS BONDS of the

UNOFFICIAL COPY

parties, free and clear from any interest that may be held or claimed to by MICHAEL, whether past, present or future.

3. Except as otherwise provided in this Agreement, the parties acknowledge that they have divided the remaining monies existing at the time of execution of this Agreement equitably. Each party maintains separate bank accounts and neither party has a claim on the account of the other.

ARTICLE IXRetirement/401(k) and SEP accounts/Profit Sharing/Pension Plan

1. DORIS waives her interest in or right to participate, either directly or indirectly, in MICHAEL's retirement, 401(k), SEP, IRA, pension or profit sharing accounts from his employers, now or in the future.

3. MICHAEL waives his interest in or right to participate, either directly or indirectly, in DORIS's retirement, 401(k), SEP, IRA, pension or profit sharing accounts from her employers, now or in the future.

ARTICLE XLife Insurance Policies

1. MICHAEL shall retain as his sole and separate property, free and clear from any interest that may be held or claimed to by DORIS, any interest that he may have in any existing life insurance policy, whether past, present or future.

2. DORIS shall retain as her sole and separate property, free and clear from any interest that may be held or claimed to by MICHAEL, any interest that she may have in any existing life insurance policy, whether past, present or future.

ARTICLE XI

Attorneys Fees

Each party shall be solely responsible for his or her own attorneys fees incurred in connection with the pending action for Dissolution of Marriage and the preparation of this Agreement.

ARTICLE XII

General Provisions

1. Except as otherwise provided herein, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this Agreement, good and sufficient instruments necessary and proper to vest the titles and estate in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute, acknowledge and deliver any and all documents necessary and proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided.
2. 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, all rights or maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relation existing between 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, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent.

3. This Agreement shall be construed in accordance with the internal laws of the State of Illinois, entirely independent of the forum or political jurisdiction where it may come up for construction, enforcement or modification. If a court of competent jurisdiction at any time after entry of judgment of dissolution of marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Illinois, and the parties choose and desire for the sake of certainty as well as other consideration to be bound by the law of Illinois.

IN WITNESS WHEREOF, MICHAEL and DORIS have hereunto placed their respective signatures the day and year first above written.

Michael R. Barnes
MICHAEL BARNES

Doris Barnes
DORIS BARNES

Terrence J. Freeman
LAW OFFICES OF TERRENCE J. FREEMAN, P.C.
400 East Main Street
Barrington, Illinois 60010
(847) 381-3800

UNOFFICIAL COPY

00638460 Page 7 of 8

02	18	204	001		149	29052
AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WARRANT	CODE

1981 DIVISION
CODE CHANGE

Block _____ Parcel _____

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION
VOLUME
149
TAX CODE
29052

AREA SUB-AREA BLOCK PARCEL UNIT
02-18-204-001

COUNTRY CLUB ESTATES SUB

SEC.	TOWN	RANGE	LOT	SUB-LOT	LOT	BLOCK
18	42	10			14	

PRYOR 30613



Return to
Gail Schiesser
1532 W Victoria St.
Chicago, IL 60660

Property of Cook County Clerk's Office