

# UNOFFICIAL COPY

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

IN RE: THE MARRIAGE OF )

JOHN E. FIERAMOSCA, )

Petitioner, **COOK COUNTY RECORDER**

12-27-96 15:43  
RECORDING 45.00  
MAIL 0.50  
# 96971834

v.

**JESSE WHITE**  
**ROLLING MEADOWS**

Case No. 95 D 10424

KAREN A. FIERAMOSCA, )

Respondent.

*De Key 9807026 92076026*

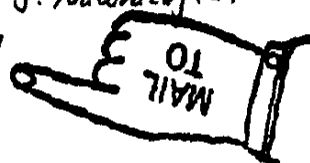
## JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CASE now coming on to be heard upon the Petition for Dissolution of Marriage of the Petitioner, JOHN E. FIERAMOSCA, (hereinafter referred to as Petitioner or Husband), and the stipulation of the parties hereto by their respective attorneys that the above-entitled case may come on for immediate hearing upon the said Petition for Dissolution; and the Petitioner appearing in open court by ATTILIO V. FIUMETTO, his attorney; and the Respondent appearing in open court by PATRICK J. NAWRACAJ, her attorney, and the court hearing the testimony of the Petitioner duly sworn and examined in open court in support of the allegations and charges contained in his Petition for Dissolution of Marriage and the court considering all of the evidence, and now being fully advised in the premises FINDS:

1. That the Petitioner was domiciled in the State of Illinois at the time this action was commenced and that domicile has been maintained for more than ninety (90) days next preceding the filing of the Petition herein and the making of the findings herein.

Recorder please mail to:

Law Office of Patrick J. Nawracaj (1)  
850 East Higgins Road  
Suite 125-D  
Schaumburg, IL 60173  
(847) 955-8303



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2. That the Petitioner and Respondent were lawfully married on the 10th day of September, 1983, and that said marriage was registered in Chicago, Cook County, Illinois.

3. That two (2) children were born to the parties, namely; NICHOLAS R. FIERAMOSCA, born August 19, 1985 and GINA M. FIERAMOSCA, born on January 14, 1988; and that no children were adopted and the Respondent is not currently pregnant.

4. That during the marriage herein irreconcilable differences have occurred between the parties caused an irretrievable breakdown of the marriage.

5. That the Petitioner and Respondent, on the 8<sup>th</sup> day of NOVEMBER, 1996 entered into a written Marital Settlement Agreement providing for settlement of the matters relating to the rights of support and maintenance of the parties from each other and for the settlement of their property and marital rights. The Agreement has been presented to this Court for its consideration and approval and is in words and figures as follows:

SEE ATTACHED MARITAL SETTLEMENT AGREEMENT  
"Exhibit A"

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AND THE COURT HAVING CONSIDERED THE AGREEMENT AND THE CIRCUMSTANCES OF THE PARTIES FINDS THE AGREEMENT IS NOT UNCONSCIONABLE AND THAT THE PARTIES ASSERT THAT THE AGREEMENT WAS FREELY AND VOLUNTARILY ENTERED INTO BY THEM IS FAIR AND EQUITABLE IN ITS TERMS AND PROVISIONS, AND SHOULD BE APPROVED BY THE COURT.

6. That the Petitioner has established by competent, material and relevant evidence all of the allegations and charges contained in his Complaint for Dissolution of Marriage and the equities of the case are with the Petitioner.

7. That this Court has jurisdiction over the parties of this case and the subject matter thereof.

IT IS THEREFORE ORDERED AND ADJUDGED AND THIS COURT BY VIRTUE OF THE POWER AND AUTHORITY THEREIN VESTED, AND THE STATUTE IN SUCH CASE MADE AND PROVIDED, DOTH ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. That the bonds of matrimony existing between the Petitioner, JOHN E. FIERAMOSCA, and the Respondent, KAREN A. FIERAMOSCA, and the same are hereby dissolved.

B. That the terms of the Marital Settlement Agreement and Joint Parenting Agreement hereinabove contained are hereby in all respects approved, confirmed, ratified, adopted and incorporated into and made a part of the Judgment For Dissolution of Marriage entered by this court to the same extent and with the same force and effect as if the provisions contained in said Agreement were set forth in this paragraph of this Judgment and each and every provision thereof is binding upon each of the parties hereto and each of the parties and their assigns, representatives and shall do and perform all of the acts undertaken and carry out all of the provisions contained in

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the aforesaid Agreement which is made part of this Judgment, and incorporated into and made a part of the Judgment For Dissolution of Marriage.

C. That the Petitioner is barred from seeking maintenance from the Respondent. The Petitioner shall pay maintenance to the Respondent in the amount of \$750.00 per month through November, 1997. At the expiration of November 1997, the right of the Respondent to receive future maintenance payments from the Petitioner terminates and Respondent is forever barred from seeking maintenance from the Petitioner.

D. That the Petitioner and Respondent shall carry out all of the terms, provisions and conditions of this Judgment and each of the parties shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest that titles and estates in the respective parties hereto as provided in the Marital Settlement Agreement hereinabove contained and hereafter at any time and from time to time to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said Agreement and establish of record the sole and separate ownership of the several property of said parties in the manner therein agreed and provided.

E. That the Respondent has the right to resume her maiden name of KAREN LIPINSKI.

F. That the issue of child support is reserved November 8, 1997.

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G. That this Court reserves jurisdiction of the subject matter of this case and the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of the Marital Settlement Agreement and the Joint Parenting Agreement hereinabove contained.

ENTER: ENTERED  
DEC 27 1999  
Judge: [Signature]

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*Prepared by:*  
ATTILIO V. FIUMETTO  
ATTORNEY AT LAW  
218 NORTH JEFFERSON  
SUITE 400  
CHICAGO, IL 60661  
(312) 831-2111

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(end)

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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 \_\_\_\_\_  
ENTERED/FILED/ ON 12-27, 1996

12-27, 1996  
\_\_\_\_\_  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, ILLINOIS

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 0<sup>th</sup> day of NOVEMBER, 1996, by and between, JOHN E. FIERAMOSCA, (hereinafter referred to as the "Husband"), of the County of Cook and State of Illinois, and KAREN A. FIERAMOSCA, (hereinafter referred to as the "Wife"), of the County of Cook and State of Illinois.

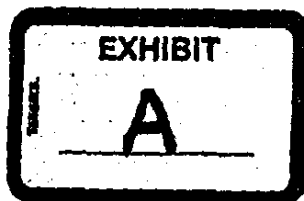
## WITNESSETH

WHEREAS, said parties were hereto forth on the 10th day of September 1983, legally married in Chicago, Cook County, Illinois;

WHEREAS, two children were born to the parties during their marriage, namely: NICHOLAS R. FIERAMOSCA, born on August 19, 1985 and GINA M. FIERAMOSCA, born on January 14, 1988. No children were adopted by the parties during their marriage and the Wife is not now pregnant.

WHEREAS, irreconcilable differences have occurred between the parties which caused an irretrievable breakdown of the parties marriage and as result of these differences the parties separated on or about June 20, 1995 and ceased to live as Husband and Wife.

WHEREAS, the Husband has filed against the Wife an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket Number 95 D 10424. The case entitled: IN RE THE MARRIAGE OF JOHN E. FIERAMOSCA, Petitioner, and KAREN A. FIERAMOSCA, Respondent, and said case remains pending and undetermined;



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*Handwritten initials:*  
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children and agree to the terms of a Joint Parenting Agreement which is attached hereto and incorporated herein as Exhibit "A". Husband shall reserve seeking child support for a period of one year from the date of the prove-up November 8, 1996.

## ARTICLE IV

### Real Property

1. Husband and Wife represent and warrant that neither has any right, title, claim or interest in or to any real property, vacant land, cemetery plots, beneficial interest in any land trust or other trust and that no party or person is holding any real property on their behalf other than the real property commonly referred to as 442 Dover Drive, DesPlaines, Illinois, and 978 East Shore Drive, Lot 10 Dunn's Lake Shoreline Estates, Fox Lake, Illinois which is currently held in joint tenancy in a land trust maintained at Park National Bank and Trust Company of Chicago, trust number 10132, with beneficiaries of said trust being John E. Fieramosca and Karen A. Fieramosca. In regards to said real properties the parties agree as follows:

A. That upon payment by the Husband to the Wife the amount of <sup>505</sup> \$69,411.50 the Husband shall receive as his sole property free and clear of any interest, right, claim or title the Wife may be entitled, the real property located at 442 Dover Drive, DesPlaines, Illinois. The Husband and Wife agree that said <sup>505</sup> \$69,411.50 will be paid to the Wife on or before the January 14, 2006 with no interest accruing. Until the Husband pays the Wife said <sup>505</sup> \$69,411.50 he shall be entitled to maintain sole possession of said real property. The Husband shall be solely responsible for and shall pay all mortgage payments, taxes and repairs on said real property and shall indemnify and hold harmless the Wife on the same. As security of payment to the Wife said <sup>505</sup> \$69,411.50 the parties agree to immediately draft a letter of direction pursuant to page (5)(a) herein, <sup>505</sup> and they shall direct the trustee to amend said land trust from one of joint tenancy to a tenancy of common land trust. The trustee will be

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Real Property

**C. Terms and Conditions of Letter of Direction.** The parties agree that both are beneficiaries under land trust number 10132 currently maintained at Park National Bank & Trust Company of Chicago. Both parties agree that upon entry of the Judgment for Dissolution of Marriage, a Letter of Direction shall be drafted directing the trustee of said land trust to do the following:

Relating to: 978 East Shore Drive, Lot 10 Dunn's Lake Shoreline Estates. No letters of direction or assignments of beneficial interests made by Husband individually shall be accepted by the trustee until such time as the Wife is in receipt of a lump sum payment of \$70,000.00 by cashier's check or by certified check from the Husband, and upon said receipt the Wife shall immediately deliver an executed Letter of Direction directing the Trustee to effectuate transfer of her beneficial interest in the above property to the Husband and he shall be the sole beneficiary of said beneficial interest in the vacant lot. The beneficial interest is to stand as security for payment of said \$70,000.00.

Alternatively, the Wife will agree to execute a Letter of Direction upon entry of the Judgment for Dissolution of Marriage, which original shall be retained by her and a copy of which shall be sent to the Trustee, directing the Trustee to transfer her interest in said property to the Husband, said Letter of Direction having a contingency clause contained therein, that the effective time of said transfer of the Wife's beneficial interest is to be as such time as Wife receives the lump sum payment of \$70,000.00 from the Husband, and that said transfer is contingent and not to be completed until: one, the Wife's receipt of the lump sum payment of \$70,000.00 by cashier's check or certified check, and two, the Trustee being notified, either in person or in writing by the Wife's confirmation that she is in receipt of said lump sum payment of \$70,000.00 and that it is okay for the Trustee to transfer her beneficial interest. Wife shall then deliver the original Letter of Direction to the Trustee and he shall immediately transfer said interest to the Husband's name solely. The beneficial interest is to stand as security for payment of said \$70,000.00.

Relating to: 442 Dover Drive, Dea Plaines, Illinois. Upon entry of the Judgment for Dissolution of Marriage, or simultaneously with the execution of the Letter of Direction as specified above relating to Lot 10 Dunn's Lake Shoreline Estates, and included in the same Letter of Direction, the parties agree that they shall direct the Trustee to amend the land trust relevant to the 442 Dover Drive real estate from one of joint tenancy to one of a tenancy in common, between the beneficiaries under said land trust. Additionally, the letter of direction shall direct the trustee not to make any transfers or to accept any letters of direction transferring the right, title, or beneficial interest of the beneficiaries, nor make or accept any assignments of interests, transfers, pledges, mortgages, or other dispositions relating to the real estate at Dover Drive, by either beneficiary, their assigns or any other person, individually, on the beneficiary's behalf, unless said letter of direction is executed by both beneficiaries, and that the beneficial interest of Mr. Fieramosca is to stand as security for payment to Mrs. Fieramosca of the lump sum payment of \$69,411.50. Upon payment of the lump sum of \$69,411.50 to the Wife, both parties will execute a Letter of Direction directing the Trustee to transfer the real estate to the Husband, individually, or however he chooses.

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directed not to accept any letters of direction nor make any assignments of interest, any transfers, pledges, mortgages, or other dispositions relating to said real estate, executed by either beneficiary individually, or by any other person on either beneficiaries behalf, unless the letter of direction is executed by both beneficiaries. In furtherance the parties agree that they will not sell, transfer, pledge, assign, encumber said beneficial interest, or allow any liens, judgments, refinancing agreements, or mortgages to be placed against the property. Upon payment of said \$69,411.50 from the Husband to the Wife on or before January 14, 2006, both parties will execute a letter of direction directing the trustee to transfer the real estate to the Husband, Mr. John E. Fieramosca, individually, or however the Husband decides.

B. That the Husband shall receive as his sole property, free and clear of any right, interest, claim or title that the Wife may be entitled, the real property located at 978 East Shore Drive, Lot 10 Dunn's Lake Shoreline Estates, Fox Lake, Illinois, upon receipt by the wife of a lump sum payment of \$70,000.00 by cashier's check or certified check <sup>and</sup> <sup>at that time</sup> the parties shall immediately execute a letter of direction directing the trustee to transfer the vacant lot in Dunn's Lake to the Husband, Mr. John E. Fieramosca. The Husband shall be solely responsible for and shall pay all mortgage payments, taxes, insurance and repairs for said real property and shall indemnify and hold harmless the Wife on the same, including any costs or attorney's fees incurred. If for any reason the Wife does not receive a lump sum payment of \$70,000.00, she will be under no obligation to transfer her beneficial interest to the Husband. H

## ARTICLE V

### Business

1. That the Husband shall receive as his sole and exclusive property, free and clear of any interest, right, title, or claim the Wife may be entitled, all interest he may be entitled to in the business, commonly referred to as Omni/One Electronics Inc., and the Wife waives any and all interest, right, title, or claim on the same said waiver being contingent upon wife's receipt of the

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lump sum of \$70,000.00 payment to her by Husband. The Wife shall sign any documents that may be required to transfer interest and stock from herself to the Husband, upon receipt of the \$70,000.00 lump sum payment as specified in Article VI.

2. That the Husband shall indemnify and hold harmless the Wife for any debt associated with Omni/One Electronics Inc.

## ARTICLE VI

### CASH PAYMENT

1. That as for the Wife releasing any and all of her interest in the above stated real property located at 978 East shore Drive, Lot 10 Dunns Lake Shoreline Estate and in OMNI 1 ELECTRONICS INC., the Husband shall pay the Wife within 45 days of the date of the parties Judgment For Dissolution Of Marriage, \$70,000.00 by cashier's check or by certified check.

## ARTICLE VII

### Personal Property

1. That the Husband shall receive as his sole and exclusive property, free and clear of any, right, title or interest of the Wife all personal property currently in his possession, including but not limited to all furniture and furnishings located in the marital home and two Lassen Paintings.

2. That the Wife shall receive as her sole and exclusive property, free and clear of any, right, title or interest of the Husband all personal property currently in her possession. In addition the Wife shall receive as her sole property, free and clear of any right, title, or interest of the Husband, a diamond pendant, ruby pendant, diamond ring, gold necklace and diamond earrings that is currently in possession of the Husband.

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Handwritten initials and signature.

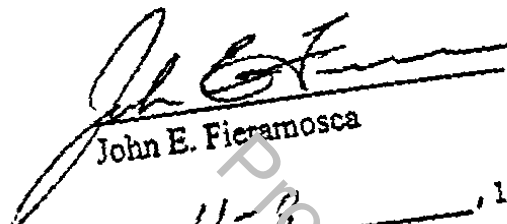
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IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.


  
John E. Fieramosca  
DATED: 11-8, 1996.

  
Karen A. Fieramosca

DATED: 11-8, 1996.

SUBSCRIBED and SWORN to  
before me this 8th day of  
NOVEMBER, 1996.

SUBSCRIBED and SWORN to  
before me this 8th day of  
November, 1996.

  
NOTARY PUBLIC

  
NOTARY PUBLIC

OFFICIAL SEAL  
ATTILIO V. FIUMETTO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/27/98

OFFICIAL SEAL  
PATRICK J. NAWRACAJ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 12/27/98

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## NOTICE OF LIEN ON REAL ESTATE

*De-Reg 92076026*

Notice is hereby given of a lien on real estate pursuant to the attached Judgment for Dissolution of Marriage which was entered in the Circuit Court of Cook County on December 27, 1996, case Number 95 D 10424, entitled " **In Re: The Marriage of John E. Fieramosca and Karen A. Fieramosca**", which Judgment incorporated and made a part thereto a Marital Settlement Agreement, and in which John E. Fieramosca agreed to pay and was ordered to pay to Karen A. Fieramosca the sum of Fifty Nine Thousand Four Hundred Eleven Dollars and Fifty Cents (\$59,411.50), and that in order to secure said payment of Fifty Nine Thousand Four Hundred Eleven Dollars and Fifty Cents (\$59,411.50), a lien is placed upon the following real estate located at 442 Dover Drive, Des Plaines, Illinois, 60016, the legal description and PIN Number which is as follows:

**LOT 32 IN SZDZESNY'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 17, 1965, AS DOCUMENT NO. 2214607.**

**PIN #: 08-24-307-202-0000.**

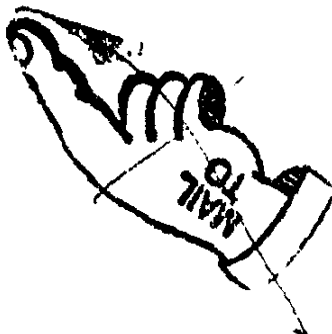
*CKA - 442 Dover Drive, Des Plaines, IL 60023*

Recorder's Office please mail to :

Law Office of Patrick J. Nawracaj  
850 East Higgins Road, Suite 125-D  
Schaumburg, IL 60173  
(847) 995-8303

This document prepared by

*Patrick J. Nawracaj*  
Patrick J. Nawracaj  
Attorney for Karen A. Fieramosca



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STAMP

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STAMP