

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK } ss.

PLEAS, before the Honorable ..... WILLIAM E. PETERSON  
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said  
Court, at the Court House in said County, and State, on ..... April 27,  
.....  
79  
in the year of our Lord, one thousand nine hundred and ..... and of the Independence  
third  
of the United States of America, the two hundredth and .....

PRESENT: - The Honorable WILLIAM E. PETERSON  
.....  
Judge of the Circuit Court of Cook County.

BERNARD J. CAREY,  
- RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*Morgan M. Finley*

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

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

IN RE THE MARRIAGE OF: )  
 )  
DENNIS VOLPENTESTA )  
 ) No. 79 D 3376  
and )  
 )  
SALLY ANN VOLPENTESTA )

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE COMING ON TO BE HEARD on the Petition for  
Dissolution of Marriage filed by DENNIS VOLPENTESTA on February  
20, 1979, by his attorneys, THE LAW OFFICES OF BARBARA B. HIRSCH,  
and it appearing to the Court that Respondent, SALLY ANN  
VOLPENTESTA, has had notice of the pendency of this suit and is  
represented by MAUREEN McGANN, Attorney at Law, and has filed  
her Stipulation that the matter will be heard without contest by  
him, and that she intends to interpose no defense to the Petition  
for Dissolution of Marriage filed by the Petitioner, DENNIS  
VOLPENTESTA, and the Court having heard testimony taken under  
oath in open Court in support of said Petition for Dissolution  
of Marriage (a transcript of which evidence shall be filed within  
twenty-one [21] days of the date of the entry of this decree)  
and the Court now being fully advised in the premises,

DOTH FIND:

1. That at the commencement of the within action, the  
Petitioner (hereinafter referred to as "HUSBAND"), was domiciled  
for at least ninety (90) days preceding the entry of this  
Judgment for Dissolution of Marriage.

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2. That the Respondent (hereinafter referred to as "WIFE"), was also domiciled in the State of Illinois, and maintained said domicile and residency for at least ninety (90) days preceding the entry of this Judgment for Dissolution of Marriage.

3. That this Court has jurisdiction of the parties hereto and the subject matter hereof.

4. That the parties were lawfully joined in marriage to each other on May 17, 1969 at Chicago, Illinois.

5. That no children were born to the parties or adopted by the parties and the WIFE is not presently pregnant.

6. That without fault or provocation on the part of the HUSBAND, the WIFE has been guilty of extreme and repeated mental cruelty as charged in the Petition for Dissolution of Marriage.

7. That the WIFE is employed as a keypunch operator and the HUSBAND is employed as a salesman.

8. That the parties own in joint tenancy certain property being the marital residence at 729 Fenel Court, Schaumburg, Illinois, which property will be sold and proceeds divided in accordance with the Property Settlement Agreement dated April 25, 1979 and the parties own certain marital and non-marital property and same has been taken into account and disposed of in accordance with the said property settlement agreement.

9. That the WIFE and HUSBAND have entered into a property settlement agreement dated April 25, 1979 providing for the disposition and settlement of their respective rights including provisions for the sale and division of proceeds as to the marital residence and containing a legal description of the said property and for the disposition of all of their respective rights and obligations, and the Court finds that

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this agreement is reasonable and binding upon the WIFE and the HUSBAND. A copy of said Property Settlement Agreement was offered and admitted into evidence as Petitioner's Exhibit "A" and is attached hereto and by this reference made a part hereof.

10. On Motion of THE LAW OFFICES OF BARBARA B. HIRSCH, attorneys for the HUSBAND, DENNIS VOLPENTESTA, with notice having been served on the WIFE, SALLY ANN VOLPENTESTA, through her attorney, MAUREEN MCGANN, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- A. That the Petitioner, DENNIS VOLPENTESTA's Petition for Dissolution of Marriage is granted, and the parties are awarded a dissolution of marriage, and the marriage heretofore existing between the parties be and it is hereby dissolved; and
- B. That the said Property Settlement Agreement bearing the date of April 25, 1979, is incorporated into merged within, and made a part of this Judgment for Dissolution of Marriage, and every provision is binding upon the parties; and
- C. That this Court shall retain jurisdiction of this matter until the terms of the Judgment for Dissolution of Marriage and the Property Settlement Agreement incorporated herein have, in all respects, met full compliance.

APPROVED:

*Linda D. Coffey*  
Attorney for Petitioner

/s/ Maureen McGann  
Attorney for Respondent

ENTER: JUDGE WILLIAM E. PETERSON  
JUDGE

DATED: *[Signature]*

APR 27 1979

THE LAW OFFICES OF BARBARA B. HIRSCH  
208 South LaSalle Street  
Chicago, Illinois 60604  
346-5953

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## PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of April, 1979, by and between SALLY ANN VOLPENTESTA, hereinafter referred to as "WIFE," and DENNIS VOLPENTESTA, hereinafter referred to as "HUSBAND," both of the County of Cook and State of Illinois.

WHEREAS, the said parties are now husband and wife, having been married on May 17, 1969 at Chicago, Illinois; and

WHEREAS, irreconcilable differences have arisen between the parties, who are now and have been estranged from each other, and are not living together as husband and wife; and

WHEREAS, the HUSBAND has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 79 D 3376, and the WIFE has filed her general Appearance and Answer thereto, and the case is pending and undetermined; and

WHEREAS, the parties hereby consider it to their best interests to settle between themselves, now and forever, their respective rights of property, dower rights, homestead rights, rights to support and any and all other rights of property and otherwise growing out of the marriage relationship existing between them and which either of them now has, or may hereafter have, or claim to have against the other, and all rights of any kind, nature and description, real, personal and mixed, now owned by or which may hereafter be acquired by either of them; and

WHEREAS, the WIFE is represented by MAUREEN MCGANN, and the HUSBAND is represented by the LAW OFFICES OF BARBARA B. HIRSCH, Attorneys at Law, and both have had the advice of their respective

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counsel; and

WHEREAS, each party has made full disclosure to the other of all properties owned by each of them and of the income derived therefrom and from all other sources; and

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration hereto expressed, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. That each party shall have his or her own personal effects and clothing.

2. That the household furniture, furnishings and appliances in the marital residence shall be the sole and exclusive property of the WIFE, except that the HUSBAND shall have the following items as his sole and exclusive property:

- A certain desk;
- Stereo system;
- Twelve-inch Sharp color television;
- Camera equipment;
- A certain train set; and
- Other items related to the HUSBAND'S hobby.

3. That no children were born to the parties or adopted by them, and that the WIFE is not presently pregnant.

4. A. The Parties presently own, in joint tenancy, the real estate and marital residence commonly known as 729 Fennel Court, Schaumburg, Illinois 60193, legally described on Exhibit "A" attached hereto. Upon entry of the Judgment of Dissolution of Marriage, the parties shall place said residence for sale to a bona fide purchaser at a sale price mutually agreeable to the parties. Neither party shall

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unreasonably withhold his or her consent to such sale and both parties shall execute all documents customarily required for a sale of said property. Upon a sale of the property, the net proceeds of sale shall be divided between the parties with the WIFE receiving sixty percent (60%) of the net proceeds, and the HUSBAND receiving forty percent (40%) of the net proceeds. For the purposes of this Agreement, the phrase "net proceeds" shall be deemed to mean the proceeds of sale remaining after satisfaction of the mortgage lien, payment of reasonable attorney's fees for the sale of the property, payment of brokerage commission should same be incurred, payment of all other customary and usual closing costs and prorations, payment of certain credit card obligations as set forth on Exhibit "B" attached hereto, payment of the loan from WIFE'S parents in the sum of FOUR THOUSAND DOLLARS (\$4,000.00) and certain sums which may be advanced to the WIFE under subparagraph 4(B) below.

B. For a period of six (6) months after the entry of the Judgment of Dissolution of Marriage, or until the sale of the marital residence is consummated whichever is first to occur, the HUSBAND shall pay one-half (1/2) of the mortgage, principal and interest, real estate taxes, utilities (except for any long distance telephone charges incurred by the WIFE) and insurance on said residence. Any sums so paid by the HUSBAND on behalf of the WIFE shall not be considered alimony or maintenance and, therefore, are not taxable to the WIFE. Said sums so paid by the HUSBAND to the WIFE shall be deducted from the net proceeds of the sale of the marital residence, as set forth in Paragraph 4(A) above.

C. If the sale of the property has not been consummated within six (6) months after the entry of the Judgment

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of Dissolution of Marriage, the WIFE shall be solely responsible for the payment of mortgage, principal and interest, real estate taxes, utilities, and insurance on said residence until such time as the residence is sold.

1. The WIFE shall have the benefit of all income tax deductions for mortgage interest and real estate taxes as to the marital residence.
2. The HUSBAND shall not commit any acts which interfere with or delay the sale of the residence. If the HUSBAND does commit any acts which delay said sale, the WIFE may petition a court of competent jurisdiction to request that the HUSBAND contribute to the mortgage and other household expenses until the home is sold.

D. The parties agree that they will attempt to sell the lawn mower and snowblower owned by the parties with the sale of the marital residence. If the parties are unable to do so, the parties shall sell said items individually and divide the proceeds received between themselves equally.

5. The parties agree to forever waive, release and be barred from any and all claims for alimony and maintenance he or she has or may have, or may claim to have.

6. A. The WIFE has a 1974 Chevrolet automobile in her possession, and said automobile shall be her sole and exclusive property. The HUSBAND shall execute title and whatever documents may be necessary to transfer complete title to her name on the date of the Judgment for Dissolution of Marriage. The WIFE shall indemnify and hold the HUSBAND harmless as to any and all loss, cost, or claims by reason of said automobile.

B. The HUSBAND has a 1963 Pontiac Grand Prix automobile in his possession. Said automobile shall be his sole and exclusive property, and the WIFE shall execute title and whatever documents may be necessary to transfer title to his name on the date of the entry of the Judgment for Dissolution of Marriage, should such a transfer be necessary. The HUSBAND shall indemnify and hold the WIFE harmless as to any and all loss, costs, or claims by reason of said automobile.

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C. The HUSBAND has a Kawasaki 400 Motorcycle in his possession. Said motorcycle shall be his sole and exclusive property and the WIFE shall execute title and whatever documents may be necessary to transfer title to his name on the date of entry of the Judgment of Dissolution of Marriage, should such a transfer be necessary. The HUSBAND shall indemnify and hold the WIFE harmless as to any and all loss, costs, or claims by reason of said motorcycle.

D. The HUSBAND has a Sea Ray Motorboat in his possession. Said motorboat shall be his sole and exclusive property. The HUSBAND shall indemnify and hold the WIFE harmless as to any and all loss, costs, or claims by reason of said motorboat.

7. Any joint assets, including bonds, stocks, checking and savings accounts, and the like, shall be divided equally between the parties on the date of the entry of the Judgment of Dissolution of Marriage. Each party shall retain as his or her sole and exclusive property all assets, including bonds, savings accounts, checking accounts, and all other funds contained therein that each has or may have in their own respective names at the date of this Agreement.

8. Each party shall pay his or her own attorney's fees, Court costs, and expenses incurred in connection with this matter.

9. Each party shall be responsible for his or her own credit charges, and each agrees to indemnify and hold the other harmless for any debts or claims or expenses incurred by the other. The HUSBAND shall be responsible for all credit card charges incurred jointly by the parties, except as set forth on Exhibit "B" attached hereto.

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10. The parties agree that should a refund be due

from the Internal Revenue Service based on the 1978 income tax return filed by the parties, said refund shall be equally divided between the parties, share and share alike.

Except as herein provided, each of the parties hereto does hereby forever waive, release and quitclaim to the other party all rights of dower, homestead, and all other property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, by reason of the marital relationship now existing between the parties hereto under any present or future law of any state of the United States of America, or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees, for himself and herself and his or her heirs, executors, administrators and assigns, that he or she will never sue the other party or his or her heirs, executors, administrators, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph. The parties expressly agree that no obligation contained herein is dischargeable in bankruptcy.

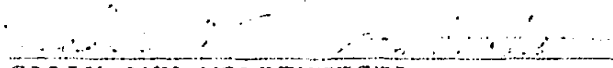
This Agreement shall be submitted to the Court for its approval and, if approved, shall be made part of the Judgment of Dissolution of Marriage, and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in said pending suit; in the event the said Court refuses to grant a Judgment of Dissolution of Marriage in the pending suit, then this Agreement shall be null and void and of no effect whatsoever.

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IN WITNESS WHEREOF, the parties hereto have hereunto  
set their hands on the day and date hereinabove written at  
Chicago, Illinois.

  
SALLY ANN VOLPENTESTA

  
DENNIS VOLPENTESTA

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K ;

I, SALLY ANN VOLPENTESTA, being first duly sworn upon my oath, depose and state that I have read the above Agreement; that I understand the contents thereof, and have affixed my signature thereto the 13<sup>th</sup> day of April, 1979.

Sally Ann Volpentesta  
SALLY ANN VOLPENTESTA

Subscribed and sworn to before me this 13<sup>th</sup> day of April, 1979.

James J. [Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF C O O K )

I, DENNIS VOLPENTESTA, being first duly sworn upon my oath, depose and state that I have read the above Agreement; that I understand the contents thereof, and have affixed my signature thereto the 25 day of April, 1979.

Dennis Volpentesta  
DENNIS VOLPENTESTA

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

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EXHIBIT "A"  
TO VOLPENTESTA PROPERTY SETTLEMENT AGREEMENT

Legal description of the marital residence located  
at 729 Fennel Court, Schaumburg, Illinois, 60193 is as  
follows:

\* \* Lot 922 in Larcer's Subdivision Unit 9,  
being a subdivision in the northwest  
quarter Section 26, Township 41 North,  
Range 10 East of the third principal  
meridian, in Cook County, Illinois \* \* \*

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EXHIBIT "B"  
TO VOLPENTESTA PROPERTY SETTLEMENT AGREEMENT

Credit card obligations of the parties to be satisfied pursuant to 4(a) of the Property Settlement Agreement:

CREDIT CARD

Sears \$325.00

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STATE OF ILLINOIS, |  
COUNTY OF COOK | ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete . . . . .  
**COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

.....  
.....  
.....  
.....  
.....

in a certain cause lately pending in said Court, between . . . . .  
DENNIS VOLPENTESTA . . . . . plaintiff/petitioner  
and SALLY ANN VOLPENTESTA . . . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed  
the seal of said Court, in said County, this 29th  
day of May, 19.86

.....Morgan M. Finley..... Clerk

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HARRY BUS VOLUME  
CIAMBROVE

REA America Title Company

123 W. Madison

Chicago, Illinois 60602

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