

# UNOFFICIAL COPY

Form #20

Certificate No. 1320563  
1326738 Document No. 3579356

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1320563  
1326738 Indicated affecting the  
following described premises, to-wit:

The West 59.50 feet (except the North 125 feet thereof  
and except those parts thereof lying Streets) of LOT  
EIGHT.....(8)

In the Subdivision of Lot Eight (8), (being in the East Half (1/2) of the  
Northeast Quarter (1/4) of Section 27), of Rugen's Subdivision of parts of  
Sections 26, 27, and 34, Township 42 North, Range 12, East of the Third  
Principal Meridian.

ALSO

3579356

LOT 7 IN NORMA ESTATES, A SUBDIVISION OF THAT PART OF LOT  
6, IN COUNTY CLERK'S DIVISION IN SECTION 25, TOWNSHIP 42  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF  
LOT 6, THENCE NORTH ALONG THE EAST LINE THEREOF 658.26 FEET  
TO THE NORTH LINE OF THE SOUTH 5 ACRES OF LOT 6, THENCE  
WEST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES, 330.87  
FEET TO THE WEST LINE OF SAID LOT 6; THENCE SOUTH ALONG  
SAID WEST LINE 658.26 FEET, TO THE SOUTHWEST CORNER OF SAID  
LOT 6; THENCE EAST ALONG THE SOUTH LINE OF LOT 6, 330.87  
FEET TO THE POINT OF BEGINNING, ACCORDING TO PLAT THEREOF  
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK  
COUNTY, ILLINOIS, ON MARCH 5, 1975, AS DOCUMENT NUMBER  
1725777.

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CHICAGO, ILLINOIS ~~DEC 29 1986~~

*WFO*

GREATHER ILLINOIS TITLE COMPANY  
One North LaSalle St. Suite 1230  
Chicago, Illinois 60602

Third Principal Meridian, Cook County, Illinois.

Section 6 Township 42 North, Range 12 East of the

C/K/A: VASANT

P.L.D. 04-27-2019  
*BC*

3579356

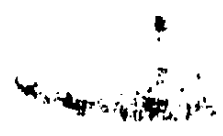
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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

Property of Cook County Clerk's Office

Attest: My hand and seal of said County, at Chicago, Illinois, this 1st day of January, 1901.



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*Sharon L. Finley*

Property of Cook County Clerk's Office

Attest: MORGAN M. FINLEY, Clerk.

RICHARD J. ELROD, Sheriff

RICHARD M. DALEY, State's Attorney

Judge of the Circuit Court of Cook County:

PRESENT: The Honorable SAMUEL S. BERGER

of the United States of America, the two hundredth and ELEVENTH

in the year of our Lord, one thousand nine hundred and 86 and of the Independence

Court, at the Court House in said County, and State, on SEPTEMBER 16th

one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said

SAMUEL S. BERGER

3579356

STATE OF ILLINOIS, COUNTY OF COOK ss.

UNITED STATES OF AMERICA

PLACITA JUDGMENT

0 3571715 5 4 5 (10-84) CCDCH-6

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Marriage.

preceding the entry of the within judgment for Dissolution of  
maintained said residence for at least ninety (90) days

parties were resided in the State of Illinois and have

1. That, at the commencement of the within action, the

DOTH FIND:

matter,

Court having jurisdiction of the parties and of the subject

appearing by RUBENSTEIN, GELMAN & GOLDBERG, his attorneys; the

SCHATZ, her attorneys, and the Respondent, CHARLES BAMMESBERGER,

the petitioner, HELEN R. BAMMESBERGER, appearing by KALCHEIM &

and the Response thereto of the Respondent, CHARLES BAMMESBERGER,

Dissolution of Marriage of the petitioner, HELEN R. BAMMESBERGER,

THIS CAUSE coming on to be heard on the petition for

JUDGMENT FOR DISSOLUTION OF MARRIAGE

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Respondents,

CHARLES BAMMESBERGER and  
RED'S AUTO BODY, INC.,

and

petitioner,

HELEN R. BAMMESBERGER,

IN RE THE MARRIAGE OF:

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

COUNTY OF COOK )

SS )

STATE OF ILLINOIS )

NO. 83 D 9032

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2. That the parties were lawfully married on September 2, 1950, and that said marriage was registered at Evanston, Cook County, Illinois.

3. That three children were born to the parties as a result of the marriage, namely: CLIFFORD, born May 25, 1952, SUSAN, born September 17, 1956 and PHILLIP, born September 18, 1960; that no children were adopted by the parties and the petitioner, HELEN R. BAMMESBERGER, is not now pregnant.

4. That the parties have not lived together for a continuous period of time in excess of two (2) years. Irreconcilable differences have caused their irretrievable breakdown of the marriage, and further attempts at reconciliation would be impractical and not in the best interest of the family.

5. That the parties have entered into a Settlement Agreement, respecting their respective rights; that said Settlement Agreement has been received in evidence and has been approved by the parties as being a fair, just, reasonable, equitable and satisfactory resolution of the matters contained therein; that the Court has considered and approved the terms and provisions for maintenance and the disposition of property and finds that same is a conscionable agreement; that the parties are desirous to incorporate said Settlement Agreement within this Judgment for Dissolution of Marriage; that said Settlement Agreement is as follows:

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herein consider it to their best interests to settle between  
intent to obtain or stimulate a dissolution of marriage, the parties  
Without any collusion as to said proceeding and without any  
of Helen Bammesberger and Charles Bammesberger.

under Case No. 83 D 9032. The case is entitled, In re the Marriage  
County, Illinois, County Department - Domestic Relations Division,  
to dissolve the parties' marriage in the Circuit Court of Cook

That there is presently pending and undetermined an action  
pregnant.

children were adopted by the parties; that the wife is not presently  
September 17, 1956; and PHILIP, born September 17, 1960; that no  
the marriage, namely: CLIFFORD, born May 23, 1952; SUSAN, born

Three (3) children were born to the parties as as issue of  
lived separate and apart from each other.

between the parties, as a result of which they separated and have  
Irreconcilable difficulties and differences have arisen

said marriage was registered at Cook County, Illinois.  
The parties were lawfully married on September 2, 1950, and  
Agreement are:

The inducements leading to the execution an delivery of this  
"husband"), of the County of Cook and State of Illinois.

Illinois; and CHARLES BAMBESBERGER, (hereinafter referred to as the  
referred to as the "wife") of the County of Cook and State of

Chicago, Illinois, by and between HELEN BAMBESBERGER, (hereinafter  
THIS AGREEMENT is made this 15<sup>th</sup> day of September, 1986, at

SETTLEMENT AGREEMENT

BAS 9/15/86

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every provision contained in this Agreement and the consequences from any duress or coercion and with full knowledge of each and voluntarily entered into this Agreement of their own volition, free Both parties expressly state that they have freely and thereof.

all the property and income possessed by the other and the value respective rights in the premises and that each is conversant with income, and that each has been fully informed of his and her has made representations to the other as to the property, estate and subject matter of this Agreement. The parties acknowledge that each of advice, investigation and recommendations with reference to the GOLDBERG, as his attorneys. Each of the parties has had the benefit counsel of PAUL GELFMAN, of the law firm of RUBENSTEIN, GELFMAN, & attorneys. The husband had employed and had the benefit of the BARRY A. SCHATZ, ESQ. of the law firm of KALCHEIM & SCHATZ, as her The wife has employed and had the benefit of the counsel of them, or any rights or claims in and to the estate of the other. mixed, now owned or which may hereafter be acquired by either of every kind, nature and description, whether real, personal or against the other, or in or to any property of the other, of either of them now has or may hereafter have or claim to have other, and all rights of every kind, nature and description which them now has or may hereafter have or claim to have against the them. To fully and finally settle any rights which either of or any other relationship now or previously existing between property and any and all other rights growing out of the marital themselves the questions of maintenance, the disposition of

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As and for an equitable division of marital property, and as and for the payment of marital debts, the parties shall make those transfers, conveyances and payments in accordance with the terms, provisions, conditions and covenants as follows:

ARTICLE II: DIVISION OF MARITAL PROPERTY - PAYMENT OF MARITAL DEBTS - APPLICATION OF DOMESTIC RELATIONS TAX REFORM ACT OF 1984

The wife reserves the right to initiate and prosecute the proceedings for dissolution of marriage and to defend any action for dissolution of marriage initiated by the wife. The husband reserves the right to initiate and prosecute proceedings for dissolution of marriage and to defend any action for dissolution of marriage commenced by the husband.

1. This Agreement is not one to obtain or stimulate a dissolution of marriage.

ARTICLE I: RIGHT OF ACTION

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

Each party expressly states that no representation has been made by the other party or his or her attorneys, other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances.

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A. Property to be Retained by Wife:  
The wife shall retain as her sole and exclusive property, subject to the waiver by the husband of any claim, right or demand, and she shall pay and be solely responsible for certain debts and obligations as follows:

1. Upon the entry of any judgment for dissolution of

Marriage between the parties, the husband shall transfer and convey to the wife the premises commonly known as 2022 Brandon Lane, Glenview, Illinois, legally described on Schedule "A", attached hereto and made a part hereof. The husband shall effectuate said transfer by tendering to the wife, upon entry of judgment for dissolution of marriage between the parties, a duly executed Quit Claim Deed with covenants and warranties that he has an undivided one-half (1/2) interest in said property and that there are no judgments, liens or other encumbrances caused by his actions other than the existing note due First Trust & Savings Bank of Glenview in the approximate amount of seventy thousand dollars (\$70,000.00). The parties further agree that, except for the outstanding note, if there are any liens or encumbrances which were caused by the husband's actions, he shall forthwith pay and discharge same.

2. The husband shall assign to the wife the following:

(a) The Homeowners Insurance Policy regarding the aforesaid premises.

(b) The real estate escrow account regarding the aforesaid premises.

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which were caused by the Husband's actions, he shall forthwith  
outstanding mortgage, that if there are any liens or encumbrances  
Company. The parties further agree that except for the

actions other than the existing Mortgage due New Jersey Mortgage  
are no judgments, liens or other encumbrances caused by his

undivided one-half (1/2) interest in said property and that there  
Claim Deed with covenants and warranties that he has an

Dissolution of Marriage between the parties, a duly executed Quit  
transfer by tendering to the Wife, upon entry of judgment for

hereto and made a part hereof. The Husband shall effectuate said  
Glenview, Illinois, legally described on Schedule "B", attached

convey to the Wife the premises commonly known as 1323 Hawthorne,  
Marriage between the parties, the Husband shall transfer and

3. Upon the entry of any judgment for Dissolution of  
connection.

cost, expenses or liability he is forced to incur in said  
indemnities, save and holds the Husband harmless from any loss,

utilities and all other household expenses. The Wife hereby  
for the premises commonly known as 2022 Brandon, Glenview, Illinois,

1985 real estate taxes and future installments of real estate taxes  
principal and interest to First Trust & Savings Bank of Glenview and

shall pay and be solely responsible for the note payments of  
Effective the first (1st) day of January, 1986, the Wife

Illinois.  
accessories presently located at 2022 Brandon, Glenview,

(c) The furniture, furnishings and household

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1985 and subsequent years. The wife further covenants and agrees or encumbrances, excepting general real estate taxes for the year said real property to the wife, free and clear of any and all liens convey all right, title and interest that he may have in and to the made part hereof. The husband covenants and agrees that he shall description of which is set forth as Schedule "C" attached to and described as \_\_\_\_\_ Chestnut, Glenview, Illinois, the legal

owner, in joint tenancy, of vacant real estate commonly known and 5. The parties further agree that they are presently the connection.

loss, cost, expenses or liability he is forced to incur in said hereby indemnities, saves and holds the husband harmless from any Glenview, Illinois, and all other household expenses. The wife taxes for the premises commonly known as 1323 Hawthorne,

and 1985 real estate taxes and future installments of real estate principal and interest to First Trust & Savings Bank of Glenview shall pay and be solely responsible for the mortgage payments of Effective the first (1st) day of January, 1986, the wife Glenview, Illinois.

accessories presently located at 1323 Hawthorne, (c) The furniture, furnishings and household

aforsaid premises.

(b) The real estate escrow account regarding the

aforsaid premises.

(a) The homeowners Insurance Policy regarding the

4. The husband shall assign to the wife the following:

pay and discharge same.

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estate located at 1842 Lehigh Avenue, Glenview, Illinois, the legal

presently the owners, in joint tenancy, of three acres of real

The parties further covenant and agree that they are

harmless from any liability in connection therewith.

point of time, and to save, indemnify and hold the husband

land is sold or the mortgage is discharged, whichever occurs in

loan, Deerfield, Illinois, as same shall fall due until the said

indebtedness of principal and interest with Deerfield Savings and

wife further agrees that she will assume the outstanding mortgage

if any exist, he shall forthwith pay and discharge same. The

that there are no liens or encumbrances caused by his actions and

taxes for the year 1985. The husband represents and warrants

excepting the first mortgage indebtedness and general real estate

wife, free and clear of any and all liens or encumbrances,

deed, that he may have in and to the said real property to the

that he shall convey all right, title and interest, by warranty

hereto and made a part hereof. The husband covenants and agrees

description of which is set forth in Schedule "D", attached

1856 and 1904 Lehigh Avenue, Glenview, Illinois, the legal

owners, in joint tenancy, of two acres of real estate located at

6. The parties further agree that they are presently the

the said indebtednesses.

he may hereafter be called upon to pay, and shall pay any or all of

indemnity, and hold harmless the husband it and to the extent that

estate taxes and insurance premiums and that she shall save,

she shall pay and defray any future installments of general real

that upon the entry of a judgment for dissolution of marriage that

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payable in equal monthly installments of \$2333.33

(iii) Interest at the rate of eight (8%) percent

Dissolution of Marriage.

ten (10) years from date of entry of a judgment for

(ii) Three Hundred Thousand Dollars (\$300,000.00)

of Marriage.

year from date of entry of a judgment for Dissolution

(i) Fifty Thousand Dollars (\$50,000.00) one (1)

(\$350,000.00) as follows:

(b) The sum of Three Hundred Fifty Thousand Dollars

Marriage.

(\$150,000.00) upon entry of a judgment for Dissolution of

(a) The sum of One Hundred Fifty Thousand Dollars

Dollars (\$500,000.00) in manner and form as follows:

Wife shall pay to the Husband the sum of five Hundred Thousand

referred to in Paragraph (1) through (6) of this Article, that the

assignments and conveyances made by the Husband as is hereinafore

7. The Wife agrees that in consideration of the transfers,

same.

actions and if any exist, he shall forthwith pay and discharge

warrants that there are no liens or encumbrances caused by his

real estate taxes for the year 1985. The Husband represents and

clear of any and all liens or encumbrances, excepting general

may have in and to the said real property to the Wife, free and

convey all right, title and interest, by warranty deed, that he

made a part hereof. The Husband covenants and agrees that he shall

description of which is set forth in "Exhibit B", attached hereto and

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per month, commencing the first (1st) day of July, 1986, and continuing each and every month for the succeeding eleven (11) months or until the sum of Fifty Thousand Dollars (\$50,000.00) is paid as is hereinabove referred to in subparagraph (b) (i) of this Article, at which time the installment payments of interest shall be reduced to the sum of Two Thousand Dollars per month until the first to occur of the sale of the five (5) acres of real estate referred to in Schedules "D" and "E", in which event the then unpaid balance of Three Hundred Thousand (\$300,000.00) shall accelerate and be paid upon the first to occur of ten (10) years from and after the date of entry of a Judgment for Dissolution of Marriage or sale of the said five (5) acres, or any part thereof, of Glenview real estate, whichever occurs first in point of time. The wife shall, within the ten year period, have the right to prepay all or any part of the principal lump sum of Three Hundred Thousand Dollars (\$300,000.00) in which event the obligation of the wife to pay interest shall be at the rate of eight (8%) per cent on the then unpaid balance until paid and, it paid in full prior to the ten-year period, without any interest prepayment penalty.

The parties stipulate and agree that the division of real estate as hereinabove set forth in paragraphs (1) through (6) is an equal distribution and division of marital property as contemplated

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redemption of stock which is designated as Schedule "F" attached therewith. The parties agree to execute an agreement for hold the husband harmless from any liability in connection incurred in connection with said business and save, indemnify and Inc., individually guarantee all outstanding indebtedness

Inc. she will, in the capacity of President of Red's Auto Body, owner of the issued and outstanding stock of Red's Auto Body, Red's Auto Body, Inc. The wife covenants and agrees that as sole

interest in and to the corporate stock, assets and equipment of that upon receipt of the sum aforesaid, that he will assign his Hundred fifty thousand dollars (\$150,000.00). The husband agrees

in connection therewith shall pay to the husband the sum of one this action, shall redeem the corporate stock of the husband and Glenview, Illinois. The corporation, a third party respondent to

corporation, operating a business at 1856 and 1904 Lehigh Avenue, the capital stock of Red's Body Shop, Inc., an Illinois 8. The parties are each the owners of fifty percent of

spouse. taxable transaction, not subject to gains or losses to either Section 1041. Therefore, the above division of property is a non-

Marriage and Dissolution of Marriage Act and Internal Revenue Code deemed co-owned in accordance with Section 503 (F) of the Illinois equal division of the marital property jointly owned by the parties

by the foregoing provisions attempted to effectuate an approximately obligation to the other party. The parties agree that they have, exchange of property for the release of any marital right or

by the Statute as made and provided and without any intention for an

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(a) The furniture, furnishings and household

to the Husband as follows:

and interest in the following property, and same shall be assigned property, free of any claim of the wife to any and all right, title

2. The Husband shall retain as his sole and exclusive

II of this Agreement.

and from as is hereinbefore referred to in paragraph A.(7) of Article

Fifty thousand dollars (\$50,000.00) plus interest payable in manner

a promissory note for the payment of an additional Three Hundred

sum of One Hundred Fifty Thousand Dollars (\$150,000.00) and execute

Marriage between the parties, the wife shall pay to the Husband the

1. Upon the entry of any judgment for dissolution of

obligations as follows:

he shall pay and be solely responsible for certain debts and

subject to the waiver by the wife of any claim, right or demand, and

The husband shall retain as his sole and exclusive property,

B. Property to be Retained by Husband

including all assets and liabilities of said entity.

(c) Corporate stock of Red's Body Shop, Inc.,

possession or under her control.

(b) All personal property, furs and jewelry in her

(a) Personal checking and savings accounts.

assigned to the wife as follows:

title and interest in the following property, and same shall be

property, free of any claim of the Husband to any and all right,

9. The wife shall retain as her sole and exclusive

hereto and made part hereof.

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accessories located in his residence as well as all personal property in his possession or under his control. (b) A certain 1981 Buick Skylark automobile. (c) A boat and boat motors located at Red's Body Shop, Inc. to be removed upon entry of a judgment for Dissolution of Marriage. (d) All checking accounts and savings accounts in his possession or under his control. (e) Fifty percent (50%) of corporate stock of Red's Body Shop Inc., to be redeemed subject to Agreement for Redemption. Upon execution, Red's Body Shop, Inc. shall pay to CHARLES BAMBESGER the sum of One Hundred fifty thousand dollars (\$150,000.00).

3. The Husband has inherited property commonly known as described as 1403 Main Street, Evanston, Illinois, which for the purposes of this Agreement has been characterized as non-marital property. The wife shall waive any claim of right, title or interest that she may now have or hereafter assert in and to said property and the Husband shall save, indemnify and hold the wife harmless from any liability in connection therewith. 4. A security interest in the real estate located at 1842, 1856 and 1904 Lehigh Avenue, Glenview, Illinois, which interest is to be subordinated to funds to be borrowed by the wife from the Bank and/or any financial institution or entity for funds to pay the sum of One Hundred fifty thousand dollars (\$150,000.00) and to secure the further sum of Three Hundred fifty thousand dollars (\$350,000.00) as is referred to in Article II, A. 7. of this

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(2) That Section 421 of the Tax Reform Act of 1984

law and is hereinafter referred to as the Act. the Tax Reform Act of 1984 has been enacted and signed into

(1) At the time of the execution of this Agreement,

D. Application of Tax Reform Act of 1984

unrestricted right to sell the property to any bona fide purchaser. option to purchase, CLIFFORD BAMMESBERGER shall have the In the event HELEN BAMMESBERGER fails or refuses to exercise her

subsequent third-party bona fide offer to purchase said real estate. agree that HELEN BAMMESBERGER shall have the right to match any as against any bona fide third party purchaser. The parties further HELEN BAMMESBERGER to purchase said real estate shall take priority that CLIFFORD BAMMESBERGER is desirous of a sale. The right of

purchase said real estate from CLIFFORD BAMMESBERGER in the event further agree that HELEN BAMMESBERGER shall have the first option to harmless from any liability in connection therewith. The parties indemnify and hold HELEN BAMMESBERGER and CHARLES BAMMESBERGER shall be assumed by CLIFFORD BAMMESBERGER and he shall save,

parties, subject to existing liens and encumbrances or record, which in and to said property to CLIFFORD BAMMESBERGER, child of the they will each quit claim their respective right, title and interest Landwehr Road, Northbrook, Illinois. The parties further agree that tenancy real estate commonly known and described as

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The parties agree that, at present time, they own in joint

C. Jointly-held Property

mortgage and notes on and against said properties. Agreement, said security interest to be evidenced by a second

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owned marital property, thus not constituting taxable such exchanges as those involved herein as a division of co- and Dissolution of Marriage Act which seeks to characterize their Agreement to Section 503(f) of the Illinois Marriage (5) Additionally, the parties likewise wish to conform the Internal Revenue Service.

exhibit hereto, as well as additional copies for filing with assets and have executed such written election form as an 1041 to the above division as a tax-free division of their (4) The parties have elected to apply I.R.C. Section creation of a multiplicity of taxable events.

by said law, to the end that they may legitimately avoid cross-transfers between them in a manner and form directed therefore agrees that he or she will henceforth treat all Agreement under the protection of said law, and each (3) That the Husband and wife desire to bring this

property. transferred assumes the adjusted basis of the transferred taxable, carry-over basis transactions, whereby the marriage at the time of the transfer and will be deemed non-irrespective of the existence or non-existence of the treated in the same manner as a "gift between spouses", transfers and transfers between former spouses will be and thereby generating taxation. These interspousal properties between them without causing "taxable events", parties to divorce actions to transfer appreciated

amends section 1041 of the Internal Revenue Code and permits

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The parties agree that the wife shall have an insurable interest on the life of the husband. It is the intention of the parties that the wife shall have the option of procuring life insurance on the life of the husband in an amount equal to any sums due and owing by the wife to the husband as provided for in this Agreement. The husband shall cooperate with the wife in taking any required health examinations and filling out the required documents in order to procure said life insurance. The obligation to pay the premiums thereon shall be that of the wife and the husband shall have no financial liability of any nature or

ARTICLE IV: SECURITY PROVISION

A. The wife waives all rights, claims and demands from the husband to maintenance (alimony) whether past, present, future, temporary or permanent.  
B. The husband waives all rights, claims and demands from the wife to maintenance (alimony) whether past, present, future, temporary or permanent.

ARTICLE III: MAINTENANCE WAIVER

E. Each party acknowledges that there may be certain outstanding debts, mortgages or loans owned in connection with any of the assets being retained or transferred by them. Each agrees to pay and be responsible for any such debt, loan or obligation contracted by or on behalf of each party and hold the other harmless from any liability in connection therewith.

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effective date of this Agreement there are necessary documents  
 and waived. In the event after thirty (30) days from the  
 waiver of all rights hereinabove designated to be relinquished  
 and conveyed and a full, present and effective relinquishment and  
 of all rights hereinabove designated to be transferred, assigned  
 constitute a full and present transfer, assignment and conveyance  
 this Agreement shall and it is hereby expressly declared to  
 reason shall fail or refuse to execute any such documents, then  
 herein agreed and provided. If either party hereto for any  
 ownership of the several properties of said parties in the manner  
 Agreement and to establish of record the sole and separate  
 be necessary or proper to carry out the purposes of this  
 execute, acknowledge and deliver any and all documents which may  
 respective parties hereto, and from time to time, to make,  
 necessary or proper to vest the titles and estates in the  
 with the execution hereof, good and sufficient instruments  
 agrees to make, execute, acknowledge and deliver, concurrently

A. EXECUTION OF DOCUMENTS. Each of the parties hereby

ARTICLE VI: GENERAL PROVISIONS

other of and from any further responsibility therefore.  
 respective attorneys, and save, indemnify, and hold harmless the  
 shall pay and defray any and all remaining fees and costs due their  
 The parties further covenant and agree that each of them

ARTICLE V: ATTORNEY'S FEES AND COSTS

be named as irrevocable beneficiary of said insurance.  
 description in connection therewith. The wife or her estate shall

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which either party has failed to execute or deliver, both parties hereby authorize and direct that a judicial officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property or beneficial interests in land and trusts.

MUTUAL RELEASES. To the fullest extent permitted by law and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise, including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs,

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the-will-annexed of the estate of the other party and each of the

waives and relinquishes all right to act as administrator-with-

c. WAIVER OF ESTATE CLAIM. Each of the parties hereby

express provisions of this Agreement.

the obligation on the part of the other to comply with the

construed as a waiver or release by either party to the other of

however, that nothing herein contained shall operate or be

such release, waiver or relinquishment of such rights, provided,

as may be required or reasonably requested to effect or evidence

all deeds, releases or other instruments and further assurances

personal representatives, grantees, devisees or assigns, any or

deliver, at the request of the other party, or his or her heirs,

thereto. Each party further agrees to execute, acknowledge and

release, when pleaded, shall be and constitute a complete defense

agrees that in the event any suit shall be commenced, this

or relinquished under this Agreement; and each party further

purpose of enforcing any rights specified to be released, waived

personal representatives, grantees, devisees or assigns, for the

at any time hereafter sue the other or his or her estate, heirs,

personal representatives and assigns, that neither of them shall

deliver at the request of the other party, or his or her heirs,

thereto. Each party further agrees to execute, acknowledge and

release, when pleaded, shall be and constitute a complete defense

agrees that in the event any suit shall be commenced, this

or relinquished under this Agreement; and each party further

purpose of enforcing any rights specified to be released, waived

personal representatives, grantees, devisees or assigns, for the

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to subsequent modification by any Court, except by mutual consent of

(e) The provisions of this Agreement shall not be subject

conditions of this Agreement.

shall be effective to, in any manner, modify or waive any terms or

a written agreement dated and signed by them. No oral agreement

(d) The parties may only amend or modify this Agreement by

parties' intent.

as may be appropriate under the circumstances to carry out the

a singular or a plural and as masculine, feminine or neuter gender

(c) Any word in the text of this Agreement shall be read as

or effect of any provisions of this Agreement.

convenience only and are not intended to limit or define the scope

(b) The captions contained in this Agreement are for

Agreement are made a part of this Agreement.

(a) The recitals set forth at the commencement of this

D. CONSTRUCTION OF AGREEMENT.

whatsoever, except as otherwise provided herein.

disposition or otherwise, of his or her respective or limitation

respectively reserving the right to dispose, by testamentary

parties had never been married, each of the parties hereto

heirs of such deceased party, in the same manner as though the

deceased party, if he or she dies intestate, shall descent to the

letters of administration in any form, and the estate of such

of all right of the surviving party hereafter to apply for

the intestate, this Agreement shall operate as a relinquishment

parties hereto does further relinquish all right to inherit by

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*Charles Bammesberger*  
CHARLES BAMMESBERGER

*Helen Bammesberger*  
HELEN BAMMESBERGER

APPROVED:

full force and effect.

remainder hereof shall not be affected thereby and shall continue in

a portion of this Agreement is invalid or unenforceable, the

after the entry of a Judgment for Dissolution of Marriage holds that

that in the event a court of competent jurisdiction at any time

(h) It is expressly understood and agreed by the parties

residence of the husband or the wife.

laws of the State of Illinois, irrespective of the later domicile or

(g) This Agreement shall be construed under the general

forth herein have been made by either party to the other.

promises, covenants or undertakings other than those expressly set

understanding of the parties. No representations, warranties,

(f) The provisions of this Agreement contain the entire

the parties or as provided by statute.

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KALCHBIM & SCHATZ - Attorney # 6091  
Attorneys for Petitioner  
111 West Washington Street  
Suite 937  
Chicago, Illinois 60602  
782-3456  
bsg 9/15/86

3571515

ENTERED CLERK OF THE CIRCUIT COURT MORGAN W. FINLEY SEP 16 1986	J U D G E DEPUTY CLERK
--	---------------------------

ENTER:

satisfied.

and of the subject matter, until this judgment shall be fully  
c. That the Court retains jurisdiction of the parties

said provisos.

provisos and shall execute all necessary documents to effectuate  
Order of Court; that each of the parties shall comply with said  
and every proviso therein shall be binding upon the parties as  
for Dissolution of Marriage and made a part hereof, and that each  
parties is attached hereto and incorporated into this judgment  
b. That the aforesaid Settlement Agreement of the

dissolved.

heretofore existed between the parties be and is hereby  
are awarded a dissolution of marriage; that the marriage  
petition for Dissolution of Marriage is granted, and the parties  
A. That the petitioner, HELEN R. BAMMESBERGER'S

AS FOLLOWS:

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

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(10-84) CCDC-6

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NOVEMBER

day of

*[Handwritten signature]*

Clerk

19 86

the seal of said Court in said County, this 6th

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

and CHARLES BAMBESBERGER, et al., defendant/respondent

HELEN R. BAMBESBERGER, plaintiff/petitioner

in a certain cause lately pending in said Court, between

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and complete COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:

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

STATE OF ILLINOIS, COUNTY OF COOK, ss.

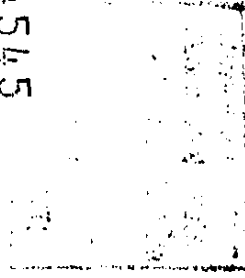
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CLERK OF COURTS

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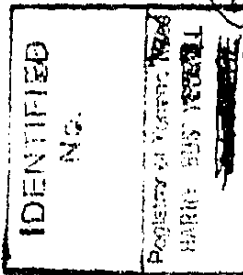
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JAMES M. DONNELLY  
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S. W. J.

GREATER ILLINOIS  
TITLE COMPANY

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