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Form 870

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Certificate No. 750 590 9 Document No. \_\_\_\_\_

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 750 590 2 indicated affecting the  
following described premises, to-wit:

LOT ONE (12)

In Ridgewood Homes Subdivision No. 2, a Subdivision in the East Half (1) of the Northwest  
Quarter (1) of Section 19, Township 37 North, Range 11, East of the Third Principal Meridian,  
according to Plat thereof registered in the Office of the Registrar of Titles of Cook County,  
Illinois, on December 21, 1955, as Document Number 1041268.

*commonly known as  
6919 W. 111<sup>th</sup> St. North, Illinois*

Section 19 Township 37 North, Range 11 East of the  
Third Principal Meridian, Cook County, Illinois.

*Michael J. [Signature]*

CHICAGO, ILLINOIS Mar 7 19 59

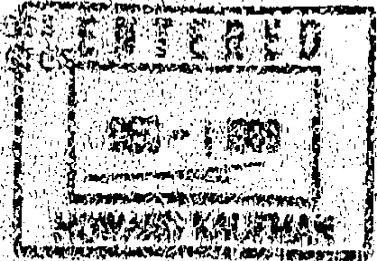
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - DOMESTIC RELATIONS DIVISION



IN RE: THE MARRIAGE OF

BARBARA S. FABER,  
Petitioner

and

Case No. 88-14197

ROBERT F. FABER,  
Respondent

JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter being come on to be heard on the petition of BARBARA S. FABER for a judgment of dissolution of her marriage with ROBERT F. FABER, Respondent, the respondent having been personally served with summons and having failed to appear or answer within the time set forth by law and an order of default having been entered against him; the Court having heard the sworn testimony of the petitioner;

THE COURT FINDS that:

1. Petitioner has been a resident of and domiciled in the County of Cook, State of Illinois for a period exceeding 90 days prior to this date.
2. The Court has jurisdiction of the subject matter and the parties hereto.
3. The parties were married to each other in Chicago, Illinois on May 10, 1974. No children were born to or adopted by the parties during the course of the marriage and the petitioner is not now pregnant.
4. The respondent is guilty of extreme and repeated mental cruelty upon the petitioner without cause or provocation by her and the parties are entitled to a Judgment of Dissolution of Marriage.
5. On October 16, 1988, the parties entered and signed a Marital Settlement Agreement which is as follows:

*Copy of original*

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## MARITAL SETTLEMENT AGREEMENT

This agreement, dated 10-16-88, in Cook County, Illinois, between BARBARA S. FABER, hereafter referred to as "Barbara", and ROBERT F. FABER, hereafter referred to as "Robert", is entered to set forth a settlement of all rights and obligations by and between the parties arising from their marital relationship and provides as follows:

1. The parties were lawfully married to each other in Chicago, Illinois on May 10, 1974. No children were born to or adopted by the parties during the course of the marriage.

2. Barbara has filed an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, case number 88 D 14197, which case remains pending and undetermined.

3. The parties consider it to be in their best interests to settle between themselves all matters relating to their rights and obligations between them arising from their marriage.

4. Barbara has employed and had the benefit of counsel of her attorney, Jerome M. Devane. Robert has elected to proceed without counsel. The parties acknowledge that each has been fully informed about the wealth, property, estate and income of the other and each has been fully informed of his or her respective rights in the premises.

Now therefore, in consideration of the actual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily agree as follows:

1. This agreement is not one to obtain or stipulate a dissolution of marriage and each party reserves the right to prosecute or initiate any action or oppose any such action by the other to obtain a Dissolution of Marriage.

2. The single family residence of the parties known as 6919 W. 111th Pl., Worth, Illinois, shall remain the property of Barbara. Robert hereby releases any legal, equitable, homestead or marital interest in said real estate to Barbara.

3. Robert shall keep as his own a 1970 Oldsmobile now used by him. Barbara shall keep as her own a 1986 Oldsmobile now used by her. Barbara shall pay when due all remaining installments on a loan obtained by the parties at the time of purchase of this vehicle and shall indemnify and hold harmless Robert from any claim or loss that may result from her failure to make such payments.

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4. All balances remaining on various charge accounts and credit cards used by the parties shall be paid by Barbara from funds now in a bank account in her name and containing deposits by both parties.

5. The family dog, known as "Bear", shall remain in the possession of Barbara. Robert agrees to reimburse Barbara for one-half (50%) of any veterinary bills incurred by her for services rendered to this dog.

6. Each of the parties shall keep as his or her own all clothing and personal effects that he or she now has. The parties agree that Robert shall have the right to remove from the marital home those household items that the parties will agree are necessary for him to obtain other housing. In the event that the parties cannot agree on those items to be removed by him, the parties reserve the right to have the dispute resolved by any judge of the Circuit Court of Cook County. All items not removed by Robert shall be the exclusive property of Barbara.

7. Upon entry of a Decree of Dissolution of Marriage between the parties, Barbara shall pay to Robert the sum of Three Thousand (\$3,000) Dollars as partial reimbursement for monies paid by him for household improvements during the course of the marriage. In the event Barbara shall sell the home in Worth, Barbara shall pay an additional amount of Seven Thousand (\$7,000) Dollars to Robert to complete a total reimbursement of \$10,000 by Barbara to Robert. If, after five years, Barbara has not sold the home nor paid the \$7,000 to Robert, the same shall become due and payable on the fifth (5th) anniversary of the entry of a Decree of Dissolution of Marriage between the parties. This obligation shall be binding upon the estate and personal representative of Barbara. The indebtedness shall lapse and the personal representative or estate of Robert shall have no right to claim or collect this indebtedness if he is not living when the property is sold by Barbara or on the fifth anniversary of the entry of a Dissolution of Marriage.

8. Each of the parties waives and releases any claim against the other for maintenance, previously known as alimony. Each of the parties waives and releases any claim he or she may have against the other for a property interest in the pension of the other and, specifically, Barbara waives and releases any interest she may have in pensions of Robert from Goodyear or his present employer (the school district).

9. Each party shall be responsible for his or her own attorney's fees relating to the Dissolution of Marriage without contribution by the other.

10. Each of the parties will execute and deliver upon request

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any document that may be necessary to carry out the terms of this agreement.

11. To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby waive, release and forever discharge to the other all rights and privileges or other marital interests that either may have as a result of their marital relationship, whether vested or contingent, the right to act as personal representative of the estate of the other and all rights of heirship, succession, dower or inheritance in the estate of the other.

12. This agreement shall come into full force and effect only if it is incorporated in toto into a judgment of Dissolution of Marriage between the parties. The parties agree that it will be submitted to the Court in the pending dissolution proceeding and that the Petitioner, Barbara, will request that it be incorporated into the decree and approved by the Court.

13. The parties agree that Robert will vacate the premises at 6919 W. 111th Pl., Worth, Illinois, and that Barbara will have exclusive possession of those premises no later than seven (7) days after Barbara has testified in Court in support of her petition for Dissolution of Marriage.

By our signatures below, we indicate our acceptance of the terms of this Agreement on the date that appears above.

Barbara S. Faber

Barbara S. Faber

Robert F. Faber

Robert F. Faber

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*John E. A.*

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6. The above agreement was entered freely and voluntarily by the parties, sets forth a fair and equitable resolution of all claims and rights that either party has against the other arising from their marital relationship and merits the approval of the Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that

A. A Judgment of Dissolution of Marriage is awarded to the parties and the bonds of matrimony heretofore existing between them are hereby terminated.

B. The Marital Settlement Agreement dated Oct. 16, 1988 and set forth above is hereby approved and incorporated into this decretal portion of the judgment; the terms of the agreement are hereby given the same binding force and effect as if repeated verbatim herein.

C. Both parties are forever barred from seeking maintenance from the other.

D. Pursuant to the terms of the agreement, the petitioner, BARBARA S. FABER, is awarded exclusive ownership and occupancy of the property and residence known as 6919 W. 111th Pl., Worth, Illinois, without claim by the respondent.

E. The Court retains jurisdiction of this matter for the purpose of enforcing the terms of this Judgment.

DATED:

ENTERED

Judge

Jerome M. Devane #70750  
Attorney for Petitioner  
109 N. Dearborn  
Chicago, Ill. 60602  
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REGISTERED	REGISTERED

*William French Jennings  
170 W. Oakland St.  
Oakland, Ill. 60451*

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 3-3-89

*Aurelia Pucinski*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW