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CHICAGO, ILLINOIS 4/3 1990

*[Handwritten signature]*

Section 18 Township 41 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois.

PIN# 07-18-304-022  c/k/a 155 Hastings Mill Road, Breaswood, Ill.

LOT 22 IN BLOCK 5 IN NEW ENGLAND VILLAGE UNIT 3, A SUBDIVISION OF PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 30, 1977 AS DOCUMENT NO. 2970819

following described premises, to-wit:

on the certificate 1348008 indicated affecting the

You are directed to register the document hereto attached

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

Certificate No. 1348008 Document No. 3010087-F

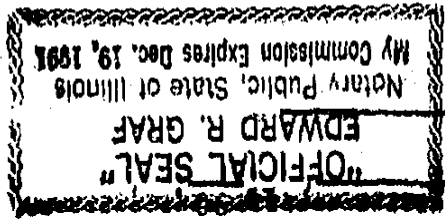
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11/10/2011



Notary Public  
EDWARD R. GRAF  
"OFFICIAL SEAL"

Subscribed and sworn to before me  
this 31st day of MARCH

Property of Cook County, Illinois

*Ingeborg E. Barbieri*  
Ingeborg E. Barbieri

*Vincent P. Barbieri*  
Vincent P. Barbieri

By his/her signature, each of the following indicates their agreement to this division of the proceeds:

Wife  
Husband  
Each child  
12 1/2%

NOW COME the parties to this action, VINCENT P. BARBIERI, petitioner, and INGEBORG E. BARBIERI, Respondent, and having decided and agreed not to follow the divorce decree entered August 2, 1989, but rather having decided and agreed to the following, state as follows:  
The marital property commonly known and described as 115 Hastings Hill Road, Streamwood, Illinois, is marital property and has been the marital residence of the parties.  
The parties have decided that rather than follow the divorce decree, they wish to embark on a different course. They have agreed not to put the marital property into a land trust (as stated in the divorce decree) but rather, sell it to a third party and divide the proceeds of the sale as follows:

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

IN RE THE MARRIAGE OF  
VINCENT P. BARBIERI,

Petitioner,

and

INGEBORG E. BARBIERI,

Respondent.

NO. 89 D 9694

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause having come up for hearing upon the Petition for Dissolution of the Marriage by Petitioner, VINCENT P. BARBIERI, and the Appearance filed by the Respondent, INGEBORG E. BARBIERI, and the written Stipulation of the parties to have this matter heard as in cases of default. the Petitioner, VINCENT P. BARBIERI, appearing in his own proper person and by Gerald B. Saltzberg, his attorney, and the Respondent, INGEBORG E. BARBIERI, appearing in her own person.

And the Court having heard the sworn testimony of the witness(es) taken in Open Court, (a certificate of which is filed herein), and the Court considering all the evidence and being fully advised in the premises, DOTH FINDS:

1. That at the commencement of the within action the Petitioner and Respondent were domiciled in the State of Illinois and have maintained said domicile for at least 90 days preceding the entry of the within Judgment for Dissolution of Marriage.

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

*1 Key to  
at page 2*  
*Attached Attached*  
*Vincent P. Barbieri, Ingeborg E. Barbieri*  
*And the minor children Melissa Barbieri and  
David Barbieri to share in the proceeds of the sale of the marital home.*  
*As directed in the Judgment.*

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4. That the Petitioner and the Respondent were lawfully joined in marriage on October 10, 1970 at Chicago, Illinois lived and cohabited together as husband and wife until on or about 1/17 1989, at which time the parties ceased living together as husband and wife through no fault on the part of the Petitioner. That during the time the Petitioner and the Respondent lived together as husband and wife, the Petitioner conducted himself toward the Respondent in a manner well becoming a good, faithful and affectionate husband.

5. That there were two children born to the parties hereto as a result of their marriage, namely: Melissa, born March 27, 1975 and David, born September 7, 1979 and that no other children were born to or adopted by the parties hereto as a result of their marriage.

6. That the Respondent is a fit and proper person to have the sole care, custody, control and education of the minor children of the parties hereto.

7. That the Petitioner and Respondent have lived separate and apart for a continuous period in excess of six months and that irreconcilable differences have occurred between the parties and that the marriage of the parties has irretrievably broken down. That efforts at reconciliation have failed or future attempts at reconciliation will be impracticable and not in the best interest of the family.

8. That the Respondent lacks sufficient property to provide for her reasonable needs and that the Respondent lacks sufficient property to provide for the reasonable needs of the

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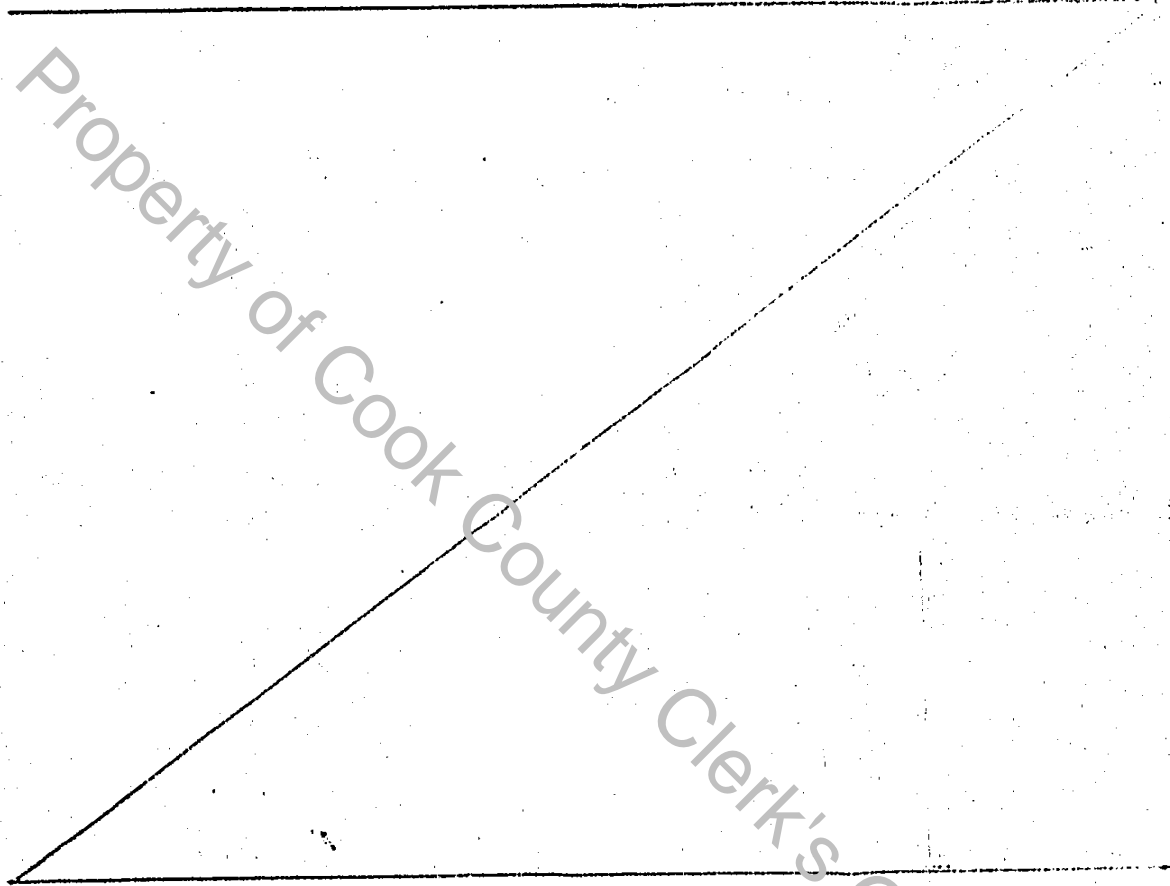
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minor children.

9. That the Petitioner and the Respondent have entered into a written Property Settlement Agreement dated August 2, 1989 between themselves settling all questions of maintenance, property rights, child custody, child support and visitation; that said Agreement was testified into evidence and that by leave of Court is to be made part of this Judgment for Dissolution of Marriage and is set forth in words and figures as follows:



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**PROPERTY SETTLEMENT AGREEMENT**

THIS AGREED made and entered into this 2nd day of August, 1989 between INGEBORG E. BARBIERI (hereinafter referred to as the "WIFE"), and VINCENT P. BARBIERI (hereinafter referred to as the "HUSBAND");

**WITNESSETH:**

1. The parties hereto were lawfully married on October 10, 1970 at Chicago, Illinois.

2. Irreconcilable difficulties and differences have arisen between the parties as a result of which the parties hereto have separated.

3. That 2 children were born to the parties as a result of this marriage, namely: Melissa, age 14, born March 27, 1975 and David, age 9, born September 7, 1979, and said minor children are presently in the care, custody and control of the WIFE.

4. The HUSBAND has filed an action for the dissolution of the marriage in the Circuit Court of Cook County, Illinois, which is known as Case No. 89 D 9694 and entitled "Vincent P. Barbieri, Petitioner and Ingeborg E. Barbieri, Respondent" and that said cause is pending and undetermined in Court.

5. Without any collusion as to any dissolution of marriage proceedings between the parties, but without prejudice to any right of action for dissolution of marriage which either may have, the parties consider it in their best interest to settle between themselves the questions of maintenance and support of the parties; the questions of custody, support and education of the children of the parties, and to forever finally and fully settle and adjust the respective rights of

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property and dower, other rights growing out of the marital or any other relationship now or previously existing between them and which either of them now has or may hereafter have or claim to have or claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property, either marital or non-marital property of the other of every kind, nature and description, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or in and to the estate of the other.

6. The HUSBAND has employed and had the benefit of counsel of Gerald B. Saltzberg of the law firm of FISHMAN & FISHMAN & SALTZBERG, P.C., as his attorney. The WIFE has had the opportunity to obtain the benefit of counsel but has voluntarily refused to do so but is conversant with and fully understands this Agreement. The parties acknowledge that each 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 has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the foregoing, and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each to the other delivered, the receipt and sufficiency whereof are hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

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**RIGHT TO PROSECUTE**

This Agreement is not one to obtain or stimulate a dissolution of marriage. The WIFE reserves the right to prosecute any action for dissolution of marriage which she may hereafter bring and defend any action which may be commenced by the HUSBAND. The HUSBAND reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which may be commenced by the WIFE.

**CUSTODY AND VISITATION**

The parties agree that the WIFE is a fit and proper person and shall have full care and custody of their minor children subject to the following agreements and understandings:

a) The HUSBAND shall have all reasonable rights of visitation with the children and said visitation to take place at reasonable times and hours.

**CHILD SUPPORT**

That commencing with the entry of the Judgment for Dissolution of Marriage, the HUSBAND shall pay to the WIFE for the support and maintenance of the 2 minor children, the sum of \$300.00 per week and that said child support payment is based upon the HUSBAND'S weekly net earnings of \$820.00 and the WIFE'S current weekly gross earnings in the amount of \$285.00 said payment to continue until they complete their college education.

**MEDICAL EXPENSES**

The HUSBAND shall pay for all medical and dental expenses of the minor children, including, but not limited to any extraordinary medical and dental care of the minor children. The term

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"extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. In the event of serious illness of the minor children or the need of hospital, surgical, optical or orthodontic or extraordinary medical or dental care, the WIFE shall consult the HUSBAND before incurring expenses in any of those connections. It is understood by both parties that the WIFE'S obligation to consult with the HUSBAND shall not apply in cases of grave emergency where the life of the child might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a Circuit Court Judge shall do so upon proper notice and petition, even after said expenses are incurred.

COLLEGE EDUCATION

The HUSBAND shall pay for the college education of the minor children. By college education expenses of said minor children, it is meant to be included, but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, sorority or fraternity dues, assessments and charges and round-trip transportation expenses between the college and the home of the child. (If the child is in attendance at an out-of-town college, those round trips not to exceed four (4) in any calendar year.)

MARITAL RESIDENCE

HUSBAND and WIFE are owners as joint tenants of a certain parcel

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of real estate improved with a single-family residence, commonly known and described as 155 Hastings Mill Road, Streamwood, Illinois, which is marital property and which has been the marital residence of the parties. Said real estate is legally described on Exhibit "A" attached hereto and, together with all improvements thereon, is hereinafter referred to as the "Marital Residence." Both parties have and each does by these presents represent and warrant that the Marital Residence is free and clear of any liens, and encumbrances except for unbilled general real estate taxes and those matters specifically set forth in the policy of title insurance dated July 11, 1983, issued by Chicago Title Insurance Company to the parties when they purchased the Marital Residence, excluding real estate taxes excluded from said policy. If it is hereafter determined that any other lien or encumbrance has been placed against the marital Residence by the action or inactions of one of the parties, then he or she shall take all appropriate steps to remove such lien or encumbrance including, but not limited to, the payment of any creditor. The parties acknowledge that there is a balance due and owing to the Peerless Federal Savings & Loan in the approximate amount of \$22,000.00, and an escrow fund held by said company for the benefit of the parties and to pay taxes and insurance, and a policy of homeowners insurance in effect.

2. The Marital Residence shall be used as the primary residence of the minor children. WIFE shall have sole and exclusive use and occupancy of said residence with the minor children and the HUSBAND hereby waives any right to enter therein during WIFE'S sole occupancy. WIFE shall be solely responsible for all payments to become due after the effective date of this Agreement on the existing mortgage, real

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estate taxes, insurance, utilities, maintenance, decorating and minor repairs, saving and holding HUSBAND harmless with respect thereof.

3. Upon the effective date of this Agreement, the Marital Residence shall be placed in a land trust with a corporate trustee to be agreed upon by the parties with the parties' interests in said property as follows: Wife, 50%; Husband, 25%; Each of the children, 12 1/2%. HUSBAND shall pay the trustee's fees. The WIFE shall have the sole power of direction in said land trust. (Said trust shall provide that if either of the parties dies while the Marital Residence is in the trust, his or her share in the beneficial interest of said trust shall be the property of the surviving children of the parties and held in trust by the surviving parent for the benefit of the children. The surviving party shall have sole power of direction with respect to his or her remaining share of said trust.)

4. In the event the Marital Residence is sold, or in the event the WIFE shall remarry, the Marital Residence shall be sold, and the HUSBAND shall be paid the value of his 25% interest in said property from the proceeds of said sale. If HUSBAND and WIFE cannot agree on a sale price for the Marital Residence, then they shall have it appraised, either by agreeing upon an appraiser or each appointing an appraiser and those appraisers shall agree upon a third appraiser (M.A.I. certified) who shall value the premises or an appraiser shall be appointed by the Court. The parties shall share equally the cost of such appraisal. The appraised valuation shall be binding upon both of the parties.

**PERSONAL PROPERTY**

1. All of the household furniture and furnishings with the

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exception of HUSBAND'S personal property such as clothing and personal effects shall become the sole and exclusive property of the WIFE.

2. The 1989 Dodge Grand Caravan S.C. shall become the sole and exclusive property of the WIFE and the HUSBAND shall pay one-half of the balance due and owing on said van.

3. The 1983 camper trailer shall remain in both parties' names.

**BANK ACCOUNTS**

1. The WIFE shall maintain as her sole and exclusive property her IRA account in the approximate value of \$7,750.00 with Merrill Lynch.

2. The HUSBAND shall maintain as his sole and exclusive property his IRA account in the approximate value of \$16,702.00 with Merrill Lynch.

3. Any securities held by Quick & Reilly in the name of one party or both parties shall become the sole and exclusive property of the HUSBAND.

4. Any securities held by Illinois Company in the name of one party or both parties shall become the sole and exclusive property of the HUSBAND.

5. Any securities held by R. G. Dickensen in the name of one party or both parties shall become the sole and exclusive property of the HUSBAND.

6. Any shares of stock in Michael Uniform Co. shall become the sole and exclusive property of the HUSBAND.

7. The savings account at Charter Bank of Hanover Bank held in both parties' names shall become the sole and exclusive property of the WIFE.

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8. The Merrill Lynch CMA account held in both parties' names shall become the sole and exclusive property of the WIFE.

9. The Mutual Fund - Fidelity Growth and Income Fund held in both parties' names shall become the sole and exclusive property of the WIFE.

10. The WIFE shall have as her sole and exclusive property the 34 shares of Amoco stock.

11. The WIFE shall be designated as irrevocable trustee of the Fidelity Fund account of the minor child, David, and the Fidelity Ginnie Mae account of the minor child, Melissa.

**INSURANCE**

In addition to the child support provisions herein agreed upon, the HUSBAND shall maintain in full force and effect his existing policies of life insurance during the minority of the children and during which time the WIFE shall be designed as Trustee thereof. Said policies of insurance shall include, but not be limited to, Universal Life in the sum of \$100,000.00 and a policy of insurance at his place of employment in the sum of \$50,000.00.

**ATTORNEY'S FEES**

The HUSBAND shall pay any attorney's fees dues and owing to Gerald B. Saltzberg.

**MAINTENANCE**

That in consideration of all of the above and foregoing payments to the WIFE and transfers of personalty, the WIFE shall waive any and all claims to maintenance, past, present and future. The HUSBAND, in consideration of all the above and foregoing, shall waive any and all claims to maintenance, past, present or future.

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## MISCELLANEOUS

1. In the event the HUSBAND or the WIFE at any time hereafter obtains a dissolution of marriage in the cause presently pending between them, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case brought by the HUSBAND and referred to hereinbefore. The Court on entry of the Judgment for Dissolution of Marriage shall retain the right to enforce the provisions and terms of the Agreement.

2. Each of the parties, his or her heirs, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make effective the provisions of this Agreement and to release his or her respective interest in any property (real or personal) belonging to or awarded to the other.

3. This Court reserves jurisdiction of the subject matter of this cause and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of this Agreement.

## RESERVATION OF JURISDICTION

In the event either of the parties shall unreasonably refuse or be unavailable or unable to execute any documents in connection with all matters set forth in this Agreement, then the Court shall retain jurisdiction to designate and empower and authorize any other person or Judge or Associate Judge to execute such documents and to act fully

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on behalf of said party.

**RELEASE OF CLAIMS**

In the event the Court should see fit to enter a Judgment for Dissolution of Marriage in the said case, No. 89 D 9694, the parties hereto hereby agree that the terms of this Agreement shall constitute the provisions with respect to property rights, maintenance, fees and suit costs, and that said Agreement may be incorporated in that Judgment for Dissolution of Marriage. To the full extent by law permitted to do so, each of the parties does, except as otherwise provided herein, hereby forever relinquish, release, forever waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as HUSBAND and WIFE, widow or widower, or otherwise, by reason of the marital relationship existing between said parties hereto, under any past, 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 in possession of the other, real, personal or mixed, 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, and each party further covenants and agrees for himself and herself, his or her heirs, personal representative and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives, grantees, devisees or assigns for the purpose of enforcing any of the rights and privileges as have been assured by each party to the other expressly by the terms of this

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12/15/2011

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Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year above written.

Christ R. Budimir  
WITNESS

Inesborg Barberi  
WIFE

[Signature]  
WITNESS

Robert P. Barberi  
HUSBAND

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That the Petitioner, VINCENT P. BARBIERI'S, Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; that the marriage heretofore existing between the parties be and it is hereby dissolved.

B. That the Respondent, INGEBORG E. BARBIERI, is a fit and proper person to have the permanent care, custody, control and education of the minor child born to the parties hereto, namely; Melissa and David and is hereby awarded the same.

C. That the Property Settlement Agreement entered into by the Petitioner and the Respondent settling all property rights, rights of custody, child support and visitation, heretofore stated in evidence and incorporated herein as if set forth verbatim, and all of its terms and provisions are hereby expressly affirmed, approved and adopted as the Order and Judgment of this Court to the same extent and with the same force and effect as if said provisions were set forth verbatim in this Judgment for Dissolution of Marriage, and said Agreement is hereby approved by the Court as a fair and equitable settlement of the rights of the parties hereto arising out of and by reason of their marital relationship.

D. That the Petitioner and the Respondent are hereby ordered and directed to comply with all of the terms and provisions of the written Property Settlement Agreement entered into between them which Agreement has been merged and incorporated in this Judgment for Dissolution of Marriage and is a part hereof.

E. That the Court hereby retains jurisdiction over the

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THE ORDER OF THE COURT IN THE MATTER OF THE ESTATE OF ...

FISHMAN & FISHMAN & SALTZBERG, P.C. #90282  
Attorneys for Petitioner  
221 North LaSalle Street, Suite 2300  
Chicago, Illinois 60601  
372-2990

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J U D G E

KATHY M. FLAMGAN - 287

ENTERED AUG - 2 1989

ENTERED

Attorney for Petitioner

APPROVED AND ENTRY REQUESTED:

parties hereto and the subject matter hereof for the purpose of enforcing this judgment for dissolution of marriage and all of the terms and provisions set forth in the Property Settlement Agreement entered into between the parties hereto and which Property Settlement Agreement is merged and incorporated in this judgment for dissolution of marriage and adopted by this court as its own.

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COURT AND VIOLATION THEREOF IS SUBJECT TO THE

THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

*[Handwritten signature]*

DATE

8-2-89

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

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1988 APR -3 PM 12:45  
CAROL MOSELEY SPAHR  
REGISTRAR OF TITLES

IDENTIFIED  
No.  
M.A.T.C.

ENLEBED

N/S

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AMERICA TITLE COMPANY  
123 W. Madison Street  
Chicago, Illinois 60602

#351423