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Form #20

Certificate No. 1240021 Document No. 3908577

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1240021 indicated affecting the  
following described premises, to-wit:



LOT FIVE (except the South 35 feet thereof)-----(5)

In Block Two (2) in Forest Hills of Western Springs, Cook County, Illinois, a  
Subdivision by Henry Binfeldt and George L. Bruchert of the East Half (4) of  
Section 7, Township 38 North, Range 12 East of the Third Principal Meridian  
and that part of Blocks 12, 13, 14 and 15 in The Highlands, being a Subdivision  
of the Northwest Quarter (4) and the West 800 feet of the North 144 feet of the  
Southwest Quarter (4) of Section 7, Township 38 North, Range 12 East of the  
Third Principal Meridian, in Cook County, Illinois, lying East of a line 33  
feet West of and parallel with the West line of said Northwest Quarter (4) of  
said Section 7.

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#18-07-204-019

4732 L.A.M.  
Western Springs I.L. 60558

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the  
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 8/30/1990



and ALEXIA HIEBER, a daughter, born November 4, 1965, and the parties during the course of their marriage, adopted one child, namely MARIGAY HIEBER, born December 26, 1963, and said minor children are presently in the care, custody and control of the petitioner, and that no other child or children were born to or adopted by the parties during or as a result of their marriage, nor is the petitioner now pregnant.

6. That respondent, disregarding his marital vows, has been guilty of extreme and repeated mental cruelty toward the petitioner herein, as defined by Chapter 40, Section 1, of the Illinois Revised Statutes, without fault or provocation on the part of the petitioner herein.

7. That the petitioner is a fit and proper person to have the care, custody and control and education of the minor children of the parties.

8. That the matters of property and child support and maintenance are continued for hearing on December 7, 1978.

WHEREFORE, it is ORDERED, ADJUDGED and DECREED, as follows:

A. That a judgment of Dissolution of Marriage be granted to the parties herein.

B. That the petitioner, JOAN C. HIEBER, be granted permanent care, custody and control of the minor children of the parties.

C. That the matters of property, child support and maintenance, are continued for hearing on December 7, 1978.

D. That the Court reserves the jurisdiction to enforce any and all of the provisions of this judgment of Dissolution of Marriage.

The order of Temporary Maintenance shall remain in force.

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CLERK OF COURT  
COURT HOUSE  
JANUARY 1979

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Property of Cook County Clerk's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

8-30-90

Annunzio Piccirilli

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

STATE OF ILLINOIS )  
COUNTY OF COOK )

)  
) NSI  
)

ENTERED  
CLERK OF THE CIRCUIT COURT  
MURRAY M. FINLEY  
OCT 2 1980  
JUDGE JOHN J. GOWN  
DEPUTY CLERK

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

IN RE THE MARRIAGE OF )

JOAN C. HENDER, )

Petitioner, )

and )

JOHN R. HENDER, )

Respondent. )

No. 77 D 1277

SUPPLEMENTAL JUDGMENT

This cause having come up for hearing on the Court's contested calendar, the Court having previously entered a Judgment for Dissolution of Marriage herein on November 15, 1978, and the Court having continued for hearing the questions of maintenance, child support and property rights between the parties, and the Court being advised that the parties have compromised and resolved all remaining economic issues between them and entered into a Written Settlement Agreement, dated the 25th day of September, 1980, which they wish by means of this Supplemental Judgment to spread of record.

1. That the parties hereto entered into a Written Marital Settlement Agreement dated the 25th day of September, 1980, concerning the questions of maintenance, support and settling, adjusting and determining the property rights and claims of the parties. Said agreement having been presented to this Court for examination and approval and in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT 8 6 7 7

THIS AGREEMENT, made and entered into this 25th day of September, 1980, by and between JOAN C. HIEBER, hereinafter referred to as "wife", and JOHN R. HIEBER, hereinafter referred to as "husband",

## W I T N E S S E T H

WHEREAS, the said parties are husband and wife, between who differences and disputes have arisen; and

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

WHEREAS, the petitioner, JOAN C. HIEBER, has heretofore instituted a marital action against the respondent, JOHN R. HIEBER, in the Circuit Court of Cook County, Illinois, being JOAN C. HIEBER, and JOHN R. HIEBER, Case No. 77 D 1277; and a Judgment for Dissolution of Marriage entered therein on the 15th day of November 1978; and

WHEREAS, four children were born to the parties hereto, namely, JOHN R. HIEBER, JR., who was born on December 28, 1957; MARK HIEBER, born on June 25, 1959; CHARLES HIEBER, born on March 22, 1962; ALEXIA HIEBER, born on November 4, 1965; and MARI GAY HIEBER, born on December 26, 1964, and adopted by the parties; and

WHEREAS, the parties, hereby consider it to their best interest to settle between themselves now and forever their respective rights of property, maintenance, child support, and all other rights or property, or 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 which either of them now has or may hereafter have or claim to have, in and to any property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them; and

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WHEREAS, the wife, JOAN C. HIEBER, is now represented by  
DAVID L. DOSS, of the firm BENTLEY, DU CANTO & DOSS, LTD., attor-  
ney, and the husband is presented pro se, and each of the parties  
waives the right to discovery and investigation and recommenda-  
tions with reference to the subject matter of this agreement; and

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

## 1. LUMP SUM SETTLEMENT IN LIEU OF MAINTENANCE:

Husband hereby agrees to pay, and wife hereby agrees  
to accept, as and for a lump sum settlement in lieu of wife's  
common law right to all past, present, or future right to mainte-  
nance and support from the husband, the sum of ONE HUNDRED NINE  
THOUSAND TWO HUNDRED DOLLARS (\$109,200.00) payable in weekly  
installments, of THREE HUNDRED-FIFTY DOLLARS (\$350.00) commencing  
September 25, 1980, and continuing for 312 payments until said  
total sum of \$109,200.00 is paid in full.

This shall be non-modifiable pursuant to Section 502F of  
the Illinois Marriage and Dissolution of Marriage Act.

## 2. CUSTODY:

The parties hereto mutually covenant and agree that  
the sole care, custody, control, and education of the minor child-  
ren ALBERTA HIEBER and MARIANNE HIEBER shall be vested in the wife  
and husband shall have all reasonable rights of visitation with  
said children. As agreed to between the parties, in the event  
that they cannot agree, said visitation will be set by the Court.

So long as the husband is making the payments pro-  
vided for in Paragraph 1, the wife shall be solely responsible  
for the support and maintenance of the minor children, school ex-  
penses, and college education.

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4. The parties covenant and agree that the wife in the absence of a certain piece of real estate commonly known and described as 4711 Lawn Avenue, Western Springs, Illinois and the husband shall have no interest therein. The wife is responsible for and pay the first mortgage in the amount of \$35,219.76 with the First National Bank of Western Springs.

5. The parties covenant and agree that the wife shall waive any claim to husband's law practice and certain oil leases.

6. The wife shall have as her sole and separate property all the household furniture, furnishings and fixtures presently in her possession.

7. The husband shall have as his sole and separate property all the household furniture, furnishings and fixtures in presently in his possession.

8. EXTRAORDINARY MEDICAL FOR THE DEPENDENT CHILD:

The husband covenants and agrees that he will pay and defray any and all extraordinary medical, dental, hospital, nursing, medicine costs and expenses incurred on behalf of the minor children of the parties hereto until said children obtain their majority, are otherwise emancipated or complete their four years of college; that he shall save, indemnify and hold the wife harmless if and to the extent she shall hereafter be called upon to and shall pay and defray the whole of any part thereof any such expenses. The wife covenanting and agreeing that she will give the husband advanced notice in the event of necessity or incurring charges of this nature except in case of emergency, and at his own expense, may obtain a second opinion as to the medical or dental needs of the children. The term "extraordinary" as used in this paragraph shall include orthodontic work, major dental work, operations and services rendered as a result of serious accidents or as result of serious illness, requiring hospitalization or extended medical care, but shall not include routine

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... (including, but not limited to, expenses required  
by the treatment of serious illness), dental prophylaxis and  
title; that he will keep and maintain insurance to cover said  
liability and furnish the wife with a duplicate receipt; and  
further, will furnish the wife with a medical insurance identity  
card disclosing the existence of current coverage, provided,  
however, that any ordinary medical expenses, when covered by  
the husband's medical insurance, shall be paid from said insur-  
ance policy.

7. LIFE INSURANCE FOR WIFE:

Husband hereby covenants and agrees to maintain ONE HUN-  
DRED THOUSAND DOLLARS (\$100,000) of life insurance in force and  
effect designating the wife as direct beneficiary thereof as her  
interest hereunder shall then until he has made all the required  
payments in paragraph 1.

8. MUTUAL WAIVER OF MAINTENANCE:

The parties covenant and agree that by acceptance and  
execution of this agreement, they do hereby reciprocally waive  
and release any and all right either of them may henceforth have  
to claim maintenance or support from the other hereby intending  
to waive and relinquish any and all right which either of them  
might now or hereafter have in the nature of support and main-  
tenance.

9. EXECUTION OF DOCUMENTS :

Each of the parties agrees that he or she will, upon de-  
mand by the other at any time hereafter, execute any and all in-  
struments and documents as may be reasonably necessary to transfer,  
convey and release their respective interests in any property be-  
longing to the other, the intention being that the settlement pro-  
vided for in this agreement shall constitute a complete adjustment  
of the property rights and all other rights of the parties hereto.

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Except as herein provided, each of the parties hereto does 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 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 or herself and his or her heirs, executors, administrators or assigns that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any, all or any part of the rights specified in and relinquished under this paragraph, specifically excluding therefrom any rights wife or husband may have to enforce the unexecuted provisions of this agreement against husband's or wife's estate in connection with obtainment of complete satisfaction of husband's obligation towards wife, or wife's obligation towards husband, as the case may be.

II. SURVIVAL OF AGREEMENT AFTER JUDGMENT:

This agreement shall be submitted to the court for its approval, and if approved, shall be adopted as a part of the judgment entered in such cause and thereafter shall be in full force and effect as part of the court's judgment. Notwithstanding such adoption by the court of this agreement, as aforesaid, any judgment entered herein shall provide in specific terms that this agreement shall not be merged with such judgment but shall continue to have independent legal significance without the ambit of said judgment and shall be subject to enforcement by either party as in the case of any other contract or agreement. Nothing

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shall hereafter be construed to deprive the court of its inherent power to hereafter set appropriate orders of support and custody of the minor child of the parties upon a proper showing of material changes of circumstances.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of this day and year first above written.

*Joan C. Heiber*  
\_\_\_\_\_  
JOAN C. HEIBER

*John N. Heiber*  
\_\_\_\_\_  
JOHN N. HEIBER

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IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. That the agreement of the parties dated the 25th day of September, 1980, and all of its terms and provisions are hereby approved.

2. That the petitioner and respondent are ordered and directed to execute and carry out all of the terms, provisions and conditions of the Supplemental Judgment and the agreement dated the 25th day of September, 1980.

That this Court hereby specifically retains jurisdiction of the parties hereto to enforce the terms of the settlement agreement and this Supplemental Judgment.

ENTER:

*John J. Ryan*  
 \_\_\_\_\_  
 JUDGE

OCT 2 1980

*John R. ...  
 attorney for respondent*

DATE

DATE

CLERK OF COOK COUNTY, ILL.

CLERK

DATE

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ATTORNEYS' TITLE  
GUARANTY FUND, INC.  
29 S. LASALLE 5th FLOOR  
CHICAGO, IL 60603

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AT&F  
John



CAROL M. KELLY, CLERK  
REGISTRAR OF TITLES

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1600721

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 8-30-90

*Quelena P. ...*

CLERK OF THE ... OF COOK COUNTY, ILL.

THIS DOCUMENT IS VALID IN THE CIRCUIT

COURT AND IS SUBJECT TO THE

PENALTY OF THE LAW