



Doc#: 1203356016 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee \$10.00  
Cook County Recorder of Deeds  
Date: 02/02/2012 12:54 PM Pg: 1 of 5

IN THE CIRCUIT COURT OF }  
COOK COUNTY, ILLINOIS }

SUZAN LIU }  
Plaintiff, }

v. }

TRAVIS WEBER; }  
Defendant. }

Recorders Stamp

No. 2011-CH-42553

MEMORANDUM OF JUDGMENT

On Janug 17, 2012, judgment was entered in this Court in favor of the Plaintiff, SUZAN LIU, for Quiet Title of a Quitclaim Deed improperly conveyed to her on May 20, 2009. The Judgment is against Defendant TRAVIS WEBER whose address is 1834 Ridge Ave., #111, Evanston, IL 60201. The Court's Order is attached and incorporated herein.

The Plaintiff Suzan Liu is hereby released from the Quitclaim Deed, document number 0914050042, issued to Plaintiff Suzan Liu is declared void. The original Warranty Deed remains in full force and effect to TRAVIS WEBER Document Number 0700433087.

The address of the property:

**Commonly Known As:** 1834 Ridge Ave, Unit #111 & P-9, Evanston, IL

**Property Index Numbers:** 11-18-111-026-1011

11-18-111-026-1047

**Legal Description:** (continued on page 2)

# UNOFFICIAL COPY

UNIT 111 AND PARKING UNIT P-9 IN GARDEN RIDGE LOFTS AND TOWNHOMES CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF CERTAIN PARCELS OF REAL ESTATE LOCATED IN THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 22, 2000 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 00365644. TOGETHER WITH AN APPURTENANT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

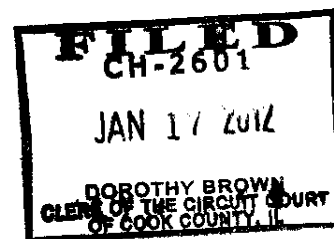
All tax bills should be sent to:

Travis Weber  
1834 Ridge Ave., #111  
Evanston, IL 60201

*Mary Lane Mikva (1890)*  
\_\_\_\_\_  
JUDGE MARY LANE MIKVA

Please return to:

Suzan Liu  
1647 Friar Tuck  
Highland Park, IL 60035



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

SUZAN LIU

Plaintiff,

v.

TRAVIS WEBER;

Defendant.

No. 2011-CH-42553

Hon. Judge Mary Lane Mikva

AGREED ~~PROPOSED~~ / FINAL ORDER

The cause coming to be heard on the Plaintiff's Complaint to Quiet Title of a Quitclaim Deed and the Court being fully advised and briefed in the premises, both parties have appeared and any questions by the Court have been answered. The parties fully agree on this Order and both have signed this proposed order below. Both Parties fully understand the respective positions of each other and how it applies to Illinois Law. The Court so hereby Orders:

1. Plaintiff, Suzan LIU, moves this Court for a Summary Judgment against Defendant Travis Weber to Quiet Title against an improper Quitclaim Deed (Cook County Recorder of Deeds document number 0914050042) recorded by the Defendant on May 20, 2009 for the following property located in Cook County:

**Commonly Known As:** 1834 Ridge Ave, Unit #111 & P-9, Evanston, IL

**Property Index Numbers:** 11-18-111-026-1011

11-18-111-026-1047

**Legal Description:**

UNIT 111 AND PARKING UNIT P-9 IN GARDEN RIDGE LOFTS AND TOWNHOMES CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF CERTAIN PARCELS OF REAL ESTATE LOCATED IN THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14,

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EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 22, 2000 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 00365644. TOGETHER WITH AN APPURTENANT UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

2. The Court finds in favor of the Plaintiff and issues a Judgment against Defendant for the improper Quitclaim Deed (Complaint, Ex. A) executed by the Defendant.
3. Pursuant to the Illinois Joint Tenancy Act (765 ILCS 1005/1c) the Court finds that the Conveyance by Weber to Liu and Weber in "tenancy by the entirety" was improper, as the parties were not married at the time the Deed was executed. "Unlike joint tenancy, tenancy by the entirety [is] available only to married couples..." *Premier Property Mgt., Inc. v. Chavez*, 191 Ill. 2d 101, 245 Ill. Dec. 394, 728 N.E.2d 476 (2000).
4. Furthermore, the Court finds that the Plaintiff has met the Burden of Proof represented by the Plaintiff in her Complaint and by the Defendant in his Answer. "In an action to reform deed, burden of proof to establish that the deed should be reformed [is] on the plaintiff." *Wahl v. Fairbanks*, 405 Ill. 290, 90 N.E.2d 735 (1950).

5. As to Count I of the Plaintiff's Complaint, the Court hereby restores the *status quo* of the Deed as it was on May 14, 2009 and ~~rescinds~~ <sup>voids</sup> the Quitclaim Deed filed by Defendant, restoring the original Deed as if Plaintiff Liu was never on the Deed.

Furthermore, the Court Orders the Defendant to record this Order with the Cook County Recorder of Deeds within 14 days from the date of this Order and pay all fees in recording this Order.

6. As to Count II of the Plaintiff's Complaint, ~~the Court finds~~ <sup>will pay</sup> the Defendant ~~liable for~~ all costs associated with the Plaintiff bringing this action, ~~and to pay any costs and~~

This deed is set aside on the basis of actual mistake & because Plaintiff did not sign the deed, & did not consent to the conveyance.

will pay

# UNOFFICIAL COPY

~~fees, including attorney fees, brought against the Plaintiff in connection with this Deed. The Defendant will indemnify the Plaintiff for any and all Costs for any past, present or future actions.~~

7. It is agreed by the Parties that ~~the Defendant at any time fails to~~ <sup>will</sup> pay such costs to the Plaintiff within ~~30~~ <sup>14</sup> days of a written demand by the Plaintiff, the Plaintiff may petition the Court for entry of an Order against the Defendant for failure to pay such costs and to Order the Defendant to pay those costs.

8. Both Parties agree they will waive a Prove-Up hearing in this matter unless the Defendant fails to pay the Plaintiff such Costs within 30 days.

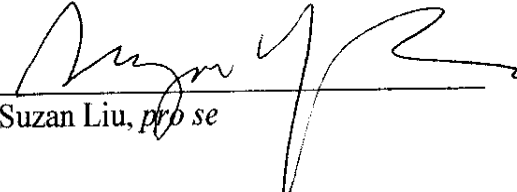
9. Both Parties agree this Agreed Order is final and ~~not~~ <sup>is</sup> appealable.

10. The Court will retain jurisdiction over this matter in the event that Defendant fails to ~~execute any necessary document, fulfill any agreed to conditions, and/or pay the agreed amounts and costs, or unless further ordered by the Court.~~ <sup>> for 30 days</sup>

11. The date of June 21, 2012 is hereby stricken from the calendar.

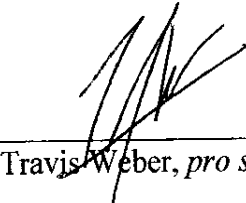
**IT IS SO ORDERED:**

**AGREED BY PLAINTIFF:**

  
Suzan Liu, *pro se*

**AGREED BY DEFENDANT:**

  
JUDGE MARY LANE MIKVA

  
Travis Weber, *pro se*

**FILED**  
CH-2601  
JAN 17 2012  
DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL