

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

PLEAS, before the Honorable LOUIS J. HYDE
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on -JANUARY 29th
in the year of our Lord, one thousand nine hundred and -86 and of the Independence
of the United States of America, the two hundredth and -TENTH

PRESENT: The Honorable LOUIS J. HYDE
Judge of the Circuit Court of Cook County

RICHARD M. DALEY, State's Attorney

RICHARD J. FEROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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COOK COUNTY RECORDER

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

In re the Marriage of:

SUSAN GENTRY,

Petitioner,

and

DOUGLAS C. GENTRY,

Respondent.

Case No. 83 D 21428

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing before the Honorable DODGE HYDE this 29TH day of JANUARY, 1986, upon Petitioner's verified Petition for Dissolution of Marriage and Respondent's Response thereto; the parties having stipulated that this matter be heard as a default; Petitioner having appeared in open Court in person and by attorney; the Court having heard the testimony of Petitioner, duly sworn and examined in open Court, and considered all other evidence offered by Petitioner in support of her verified Petition; and the Court being fully advised in the premises, finds as follows:

1. That the Court has jurisdiction of the subject matter and the parties.
2. That Petitioner, at the time this action was commenced, was domiciled in the State of Illinois and that such

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domicile was maintained for at least ninety (90) days next preceding the making of this finding.

3. That the parties were married on 5-20-72, at Macomb, Illinois, and that said marriage is registered at McDonough County.

4. That, as a result of this marriage, ^{THREE} ~~two~~ children were born to or adopted by the parties, namely, STACIE, born 6-29-75
JENNIFER, BORN 4-8-66
and DOUGLAS, born 12-9-77; that no other children were born to or adopted by the parties; and that Petitioner is not now pregnant.

5. That Petitioner is a fit and proper person to have the permanent care, custody, control and education of the children, and this would be in the best interests of the children.

6. That, at all times, Petitioner has conducted herself as a true, faithful and affectionate wife.

7. That without cause or provocation by Petitioner, Respondent has been guilty of extreme and repeated mental cruelty toward Petitioner, as is more fully set forth in the verified Petition and the transcript of evidence filed in this cause.

8. That, after considering all of the relevant factors, the care, custody, control and education of the minor children of the parties, STACIE, born 6-29-75 and DOUGLAS, born 12-9-77, should be awarded to Petitioner, as this is in the best interests of said children.

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9. That the parties have voluntarily entered into a written Separation Agreement, a copy of which has been attached hereto and is incorporated herein by reference, providing for settlement of property, maintenance and other claims which arise out of the marital relationship existing between the parties and which either of them now has or may in the future have against the other; that said written Separation Agreement has been presented to this Court for its consideration and was admitted into evidence; and that the terms of said written Separation Agreement are fair, reasonable and equitable, and the Court approves of all of them.

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MARITAL SETTLEMENT AGREEMENT

Pursuant to the laws of this State, this Agreement ("Agreement") is made and entered into by and between SUSAN M. GENTRY ("Wife") and DOUGLAS C. GENTRY ("Husband") on the date indicated below.

RECITALS

WHEREAS, the parties were married on the 20th day of May, 1972, and said marriage having been registered in Macomb, County of McDonough, State of Illinois; and

WHEREAS, two (2) children were born to the parties as a result of the marriage, namely: STACIE LYNN GENTRY, born on June 29, 1975 and DOUGLAS CHARLES GENTRY, born December 9, 1977, both of whom reside with the Wife. One (1) child of Wife's previous marriage, JENNIFER ANN GENTRY, born on September 8, 1966, was adopted by Husband, and Wife is not now pregnant; and

WHEREAS, in consequence of disputes and unhappy differences, the parties hereto have heretofore separated, and have not lived together as of October 16, 1983 and are not cohabiting as husband and wife, and in view of the fact that the Wife has on October 21, 1983, filed her Petition for Dissolution Of Marriage in the Circuit Court of Cook County, Illinois, known as case number 83 D 21428, charging

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the Husband with mental cruelty, and which Petition For Dissolution of Marriage is now pending and undetermined in said Court; and

WHEREAS, Wife has employed and had the benefit of DAIVD L. CHOATE of Hyatt Legal Services as her attorney, and the Husband has employed and had the benefit of THOMAS F. NOVOTNY as his attorney; and

WHEREAS, irreconcilable differences have arisen between the parties making the continuation of their marital relationship impossible; and

WHEREAS, the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he or she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises; and

WHEREAS, the parties hereto consider it in their best interest to settle between themselves, now and forever, all matters arising out of their marriage, including, the matter of allowance for Husband and Wife, the matter of custody, support, maintenance, medical and related needs and education of the children of the parties, the rights in or to the property of the parties, the rights in or to the real or personal property of the other whether now owned or hereafter acquired, the rights growing out of their marital

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or any other relationship now or previously existing between the parties, the rights or claims in and to the estate of the other and all other rights of every kind, nature and description which either party now has or may hereafter have or claim to have against the other.

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in his Agreement, Husband and Wife each agree:

1. Separation. The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

2. Right to Prosecute or Defend Dissolution Action. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and to defend any action which has been or may be commenced by Wife. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and to defend any action which has been or may be commenced by Husband.

3. Custody of Minor Children. By agreement of the parties hereto, it is in the best interests of said children that the Wife/Mother shall have the sole care, custody, control and education of the minor children, namely; STACIE LYNN

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and DOUGLAS CHARLES. Each of the parties promises to exercise the utmost good faith and to consent to all reasonable requests and demands made by the other party in connection with the exercise of visitation. The parties shall further cooperate fully in implementing visitation and vacation periods hereinafter set forth to accommodate the social, religious and educational commitments of the children. Further, both parties covenant and agree to keep the other informed as to the exact place each resides, the phone numbers of the residences, their places of employment and such phone numbers, and if either party travels out of town for any extended period of time, their destination and a phone number where they can be reached. Each party shall advise the other of any serious illness or injury suffered by the children promptly as possible after learning of same. Each shall direct all doctors involved in care and treatment of the children to give the other parent all information regarding any illness or injury.

4. Visitation with Minor Children. The parties covenant and agree that the Husband/Father shall have visitation with the minor children as following, commencing with execution of this Agreement:

Husband/Father shall have visitation one day every two weeks as scheduled and agreed by the parties and one other day as requested and agreed, holiday and other visitation as

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agreed on an ongoing basis and two weeks summer visitation as agreed.

5. Support of Minor Children. Subject to the further order of the Court, Non-Custodial Parent shall pay to Custodial Parent, as and for support of the minor children of the parties, the minimum of \$50.00 per week or 25% per week of net earned income from all sources, whichever is greater, the first payment being due on the effective date of this Agreement. All support and maintenance shall be made directly to the Court.

At such time as the parties' older child, STACIE, becomes 18 or graduates from high school, whichever occurs later, or is otherwise emancipated, then upon motion of either party, the amount of child support shall be modified to 20% of Non-Custodial Parent's net earned income from all sources, or \$40.00 per week minimum, whichever is greater.

In order to avoid conflict and confusion as to what Husband's actual earnings and income are, each year within 30 days after Husband has filed with the Internal Revenue Service, a copy of his Federal Income Tax Return shall be forwarded to Wife at her place of residence and any deficiency in child support shall then be paid in full. Additionally, Husband shall provide to Wife, in bi-monthly intervals, copies of his pay stubs from the previous two months.

6. No Abatement of Child Support. The parties recognize that during extended visitation and vacation periods with

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Husband/Father, the cost to Wife/Mother for the childrens' support will be diminished. As this was contemplated when the total amount of support was determined, there shall be no abatement or diminution in child support payments at any time Husband/Father is exercising his rights to visitation.

7. Visitation and Support Independent. If Custodial Parent should for any reason fail to comply with the visitation provisions hereinbefore set forth in this Agreement, Non-Custodial Parent shall not be entitled to withhold from Custodial Parent any of the amounts due hereunder for child support or otherwise. Rights of visitation and rights of allowances shall be treated as independent covenants and enforced accordingly.

8. Medical, Dental, Optical and Related Expenses of Minor Children. Non-Custodial Parent and Custodial Parent, shall maintain, while employed, an insurance policy covering the minor children of the parties during the period of the support obligation, for hospital, surgical, optical and orthodonture care. Non-Custodial Parent and Custodial Parent shall further be equally responsible for all routine and extraordinary medical, dental and hospital expense required for said minor children.

If Non-Custodial Parent is the only provider of a medical insurance policy for the minor children, and that policy requires the use of designated care providers, both

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parties shall cooperate in using solely these designated providers.

9. Life Insurance For Support of Minor Children. The Husband/Father covenants and agrees to keep and maintain a term life insurance policy in the amount of \$10,000.00, listing the minor children as irrevocable beneficiaries during their minority and college education period; Husband shall provide to Wife, on an annual basis, proof that this policy is in force with the required beneficiaries.

10. Post-Secondary Education. In addition to the provisions for child support set forth in this Agreement, both Parents shall contribute to the tuition, living expenses and other costs which may be incurred for the post-secondary education of any child of this marriage who is younger than twenty-five (25) and who is in a college, university, trade school or school of higher learning. The extent of this contribution shall be based upon the parties' respective abilities to provide said payments.

The child may attend such school of higher learning of his or her own choice up to a maximum of four (4) full academic years and is encouraged to consult with both parents regarding his or her choice.

11. Debts and Obligations. Husband shall save and hold the Wife free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature

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whatsoever which were incurred by him for his benefit, for necessities or otherwise, since the separation of the parties. The Husband shall hold the Wife free, harmless, and indemnified against all debts, liabilities and obligations, of every kind and nature whatsoever hereafter incurred by him. Wife shall save and hold the Husband free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever which were incurred by her for her benefit, for necessities or otherwise, since the separation of the parties. The Wife shall hold the Husband free, harmless and indemnified against all debts, liabilities and obligations of every kind and nature whatsoever, hereafter incurred by her. Each party warrants that he or she has not incurred any debts or liabilities with third parties for which the other party would be liable except those in ordinary course of living, which shall be paid by the party who incurred such debt or liability. Each party agrees with the other at all times to keep the other party and his or her heirs free, harmless and indemnified of and from any claims, charges or liabilities hereafter contracted by either party with third parties. That Husband shall be solely responsible for the debt due and owing to Beverly Bank in the approximate amount of \$1,500.00 and shall also be solely responsible for any debt or obligation incurred by or for Muggins Restaurant.

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12. Maintenance. Both parties specifically agree to waive maintenance, past, present and future.

13. Real Estate. The parties are presently joint owners of real estate located at 2265 West 110th Place, Chicago, Illinois. Within seven (7) days of entry and recording of a Decree of Dissolution of Marriage or Judgment of Divorce, the Husband shall, by appropriate quitclaim deed, convey to Wife all of his right, title and interest in and to the aforesaid real estate. Upon Husband's failure to so convey all right, title and interest in and to said real estate, thereupon this Agreement shall be, constitute and operate as such conveyance, and the County Auditor and County Recorder are hereby respectively authorized and directed to transfer and record the same for a public record of such conveyance. Upon conveyance, Wife shall assume all taxes, utilities, insurance and mortgage obligations on such property and hold Husband harmless thereon.

In consideration of this transfer, Husband shall be entitled to the sum of Five Thousand Dollars (\$5,000.00) as and for his interest in said real estate. Husband shall also be immediately released for any liability for temporary child support arrearages. This \$5,000.00 interest shall be paid to Husband upon sale of the property, upon the remarriage or cohabitation with another man by the Wife, upon

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the Wife's death or within 10 years of the date of the Judgment for Dissolution of Marriage, whichever shall occur first.

14. Household Goods. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other. Specifically, however, Wife is hereby awarded one-half of Husband's stock in Miggins Restaurant to be conveyed upon entry of Judgment for Dissolution of Marriage.

15. Automobiles. Husband shall obtain or retain title and exclusive use of the 1978 Cutlass and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Husband shall hold Wife harmless thereon. Wife shall obtain or retain title and exclusive use of the 1974 Buick Regal and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and

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financing thereof, and Wife shall hold Husband harmless thereon. The parties shall execute title transfer documents, if necessary, accordingly.

16. Bank Accounts - Not Jointly Held. The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

17. Pensions. After full disclosure of the nature and extent of any rights to future income under any pension plans, be they established either individually by a party or by a past or present employer for the benefit of a party (all of which are hereinafter referred to as "Plan"), each of the parties hereby releases and waives any claim he or she may have in any Plan titled in the name, or held for the benefit, of the other party; and each party shall have full and absolute title to, or beneficial interest in, any such Plan now titled in his or her name, or held for his or her benefit, free from any claim of the other party now and forever.

18. Presentation to Court. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in dissolution of marriage with the request that it be adjudicated to be fair, just and proper and that it be adopted as a part of the order of said court in the final decree entered in said proceeding.

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19. Effective Date. This Agreement shall be effective upon the entry and recording of a Judgment or Decree for Dissolution of Marriage in the proceeding of which this is a part.

In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to enforce the provision and terms of this Agreement.

It is agreed by and between the parties hereto that entry of a Judgment or Decree for Dissolution of Marriage in the proceeding referred to herein shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment or Decree for Dissolution of Marriage entered herein, except for the terms and conditions concerning the support, custody or visitation with the minor children of the parties.

20. Insurance Policies. Unless and except as otherwise provided herein under item number 9, each of the parties agrees that the other, after execution of this Agreement, shall have the right to make any changes in his or her respective insurance policies, including, but not limited to, changing his or her beneficiary, increasing or decreasing the coverage amount or cancelling such policies.

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21. Non-Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

22. Division of Other Property. Except as set forth herein, the parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

23. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.

24. Enforcement Expenses. If either Husband or Wife defaults in the performance of any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.

25. Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and

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constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.

26. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents and shall perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy hereof in lieu of the document regularly required for the conveyance or transfer.

27. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances.

28. Release. Each party does hereby release and discharge the other from all other claims, rights and duties arising

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out of said marital relationship, and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance or year's support, right to remain in the mansion house, all rights and claims as widow, widower, heir, distributee, survivor or next of kin and all other, whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

29. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

30. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated

WITNESSES TO Husband's signature:

Wm. Kestelie

De Montz

Douglas C. Gentry
DOUGLAS C. GENTRY

1-23-46
Date

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WITNESSES to Wife's signature:

Susan M. Gentry

SUSAN M. GENTRY

_____ Date

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HYATT LEGAL SERVICES
Robert J. Schmit, #24000
9719 S. Western Avenue
Chicago, Illinois 60643
(312) 881-3100

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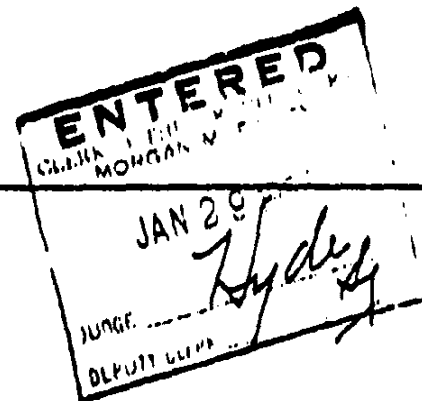
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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. That the bonds of matrimony between Petitioner, SUSAN GENTRY, and Respondent, DOUGLAS C. GENTRY, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Petitioner and Respondent.
2. That the care, custody, control and education of the minor children of the parties, STACIE, born 6-29-75 and DOUGLAS, born 12-9-77, be and are hereby awarded to Petitioner.
3. That child support payments shall be made through the Clerk of the Circuit Court.
4. That the written Separation Agreement, voluntarily entered into by the parties and attached hereto, be and is hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Court; that, by this reference, said written Separation Agreement be and is hereby made a part hereof as if each provision were set out verbatim in this paragraph; and further that Petitioner and Respondent be and are hereby ordered to comply with each and every provision of the aforesaid written Separation Agreement.
5. That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

HYATT LEGAL SERVICES
By: Robert J. Schmit, #24000
Attorneys for Petitioner
9719 S. Western Avenue

JUDGE



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STATE OF ILLINOIS.
COUNTY OF COOK

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

[Dotted lines for case details]

in a certain cause lately pending in said Court, between
SUSAN GENTRY plaintiff/petitioner
and DOUGLAS C. GENTRY defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 29th day of JANUARY 1986

[Signature of Morgan M. Finley] Clerk

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GEORGE S. COLE
 CLERK OF COURT
 CLERK OF COURT
 STATUTORY (ILLINOIS)
 (Individual to Individual)

NO 822
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CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the signer of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular use.

THE GRANTOR, DOUGLAS C. GENTRY, divorced and not since remarried

of the City of Chicago County of Cook State of Illinois for the consideration of Ten and no/hundred-----DOLLARS, in hand paid,

CONVEY and QUIETCLAIM to SUSAN M. GENTRY, divorced and not since remarried, of 2265 W. 110th Place, Chicago Illinois

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE) all interest in the following described Real Estate situated in the County of COOK in the State of Illinois, to wit:

Lot 11 in Resubdivision of Lots 6 to 16 and the North 90 feet of Lots 1 to 5 in Block 1, in Resubdivision by Blue Island Land and Building Company of certain Lots and Blocks in Morgan Park Washington Heights in Section 10, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

SUBJECT TO THE PROVISIONS OF A JUDGEMENT OF DISSOLUTION OF MARRIAGE ENTERED IN CASE NO. 21428 BY JUDGE LOUIS J. HYDE IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ON JANUARY 29, 1986.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number: 200 18 317 0014
 Address(es) of Real Estate: 2265 W. 110th Place, Chicago

THIS DAY of APRIL 1986
 PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE LINE
 DOUGLAS C. GENTRY (SEAL)
 (SEAL)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DOUGLAS C. GENTRY, divorced and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this TWENTY THIRD day of APRIL 1986
 Commission expires 2000 10 1987
 Robert J. Schmidt Notary Public
 This instrument was prepared by HYATT LEGAL SERVICES, 9219 S. Montross, Chicago, IL 60643

MADE BY { SUSAN GENTRY (Name) 2265 W. 110th Place (Address) Chicago, IL 60643 (City, State and Zip) }

SEND SUBSEQUENT TAX BILLS TO Susan Gentry 2265 W. 110th Place Chicago, IL 60643 (City, State and Zip)

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