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Cook County Recorder 45.50



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

IN RE: THE MARRIAGE OF:

L.D. LYLES,
Petitioner, Counter-respondent,

and

MARY E. LYLES,
Respondent, Counter-petitioner.

Case No. 97 D 018875

**JUDGMENT FOR DISSOLUTION OF MARRIAGE
ATTACHED HERETO
FOR RECORDING AGAINST THE FOLLOWING
DESCRIBED REAL ESTATE:**

P.I.N. 20-26--207-014-000

LOT 20 (EXCEPT THE WEST HALF THEREOF) IN BLOCK 8 IN THE SUBDIVISION BY JOHN G. SHORTALL TRUSTEE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commonly known as 1514 E. 72nd Street, Chicago, Illinois

STEVEN I. BRILL
LAW OFFICE OF STEVEN I. BRILL
25 East Washington Street, Suite 1500
Chicago, Illinois 60602
(312) 482-9409



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IN THE CIRCUIT COURT OF COOK COUNTY
IN AND COUNTY OF DEPARTMENT DOMESTIC
RELATIONS DIVISION

IN RE: THE MARRIAGE OF

MARY E. YLLES,
Petitioner, Counter-respondent

and

MARY E. YLLES,
Respondent, Counter-petitioner

Case No. 03-01-0000

ORDER OF DISSOLUTION OF MARRIAGE
AND RELATED MATTERS
FOR RECORDING AGAINST THE FOLLOWING
DESCRIBED REAL ESTATE:

FILE NO. 03-01-0000

ALL THAT PART OF THE WEST HALF OF THE TRACT IN BLOCK 8 IN THE SUBDIVISION BY
JOHN G. CHORRALL TRUSTEE OF THE NORTH HALF OF THE NORTHEAST
QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Commenced at 1314 E. 72nd Street, Chicago, Illinois

STEVENS & BRILL
LAW OFFICE OF STEVEN T. BRILL
251 West Washington Street, Suite 1200
Chicago, Illinois 60602
(312) 482-8400



Property of Cook County Clerk's Office

Atty. No. 28472

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

IN RE: THE MARRIAGE OF:)
)
L.D. LYLES,)
Petitioner, Counter-respondent,)
and)
MARY E. LYLES,)
Respondent, Counter-petitioner. (s)

ENTERED

MAR 02 1999

No. 97 D 018876

EDMUND POINSE DE LEGN
Circuit Court 1708

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming to be heard for hearing upon Respondent's Verified Counter-Petition for Dissolution of Marriage; Petitioner, Counter-respondent having failed to obtain new counsel and having failed to file his supplementary pro-se appearance, and having failed to appear before the Court on December 30, 1998 as ordered by the Court, and having failed to otherwise respond, and an Order of Default having been entered against Petitioner, Counter-respondent on December 30, 1998, notice of said default having been given to Petitioner, Counter-respondent, by post card at his last know addresses; Respondent, Counter-petitioner having appeared in open Court in person and by her attorney; the Court having heard the testimony of the Respondent, Counter-petitioner, and the Court being fully advised in the premises, this Court DOES FIND:

1. That the Court has jurisdiction of the subject matter herein and the parties hereto.
2. That Petitioner was domiciled and resided in the State of Illinois at the time this action was commenced, and that such domicile and residence was maintained for at least ninety (90) days next preceding the making of this finding.

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3. That the parties were married on November 14, 1970 in Chicago, Illinois.
4. That four children were born to or adopted by the parties, namely: SCOTTY LYLES, born 12/2/66; BRAZOLA LYLES, born 08/13/67; ANTWONN LYLES, born 01/22/73; and L.D. LYLES, JR., born 12/12/74; all children having reached the age of eighteen and being fully emancipated.
5. That no other children were born to or adopted by the parties, and that Respondent, Counter-petitioner, is not now pregnant.
6. That the Respondent, Counter-petitioner is currently 52 years of age, and employed on a full time basis, but earns a small salary and may not be capable of being totally self supporting, and the Petitioner, Counter-respondent is currently 70 years of age and self-employed on a full time basis and capable of being self supporting.
7. That the parties own or have an interest in the property located at Route 1, Box 263, Mantee, Mississippi 39751, a frame house, the fair market value of said property being \$38,000.00.
8. That the parties own or have an interest in the property, located at Route 1, Box 263, Mantee, Mississippi 39751, a brick house, the fair market value of said property being \$40,000.00.
9. That the parties own or have an interest in the property or enterprise, a pool hall and/or tavern, located in Chickensaw County, Mississippi, the exact address and fair market value of said property being unknown.
10. That the parties own or have an interest in the property located at 1514 East 72nd Street, Chicago, Illinois 60619, a two unit building.

11. That Petitioner, Counter-respondent and Respondent, Counter-petitioner, have lived separate and apart for a continuous period in excess of two (2) years, and that irreconcilable differences have caused the irretrievable breakdown of the marriage.

12. That further efforts at reconciliation would be impracticable and not in the best interests of the parties.

13. That the Respondent, Counter-petitioner, MARY E. LYLES, has proven all of the material allegations of her Counter-Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein on the grounds of irreconcilable differences.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. Dissolution:

That the bonds of matrimony between Respondent, Counter-petitioner, MARY E. LYLES (hereinafter referred to as "MARY") and Petitioner, Counter-respondent, L.D. LYLES (hereinafter referred to as "L.D.") be and are hereby dissolved, and a Judgment for Dissolution of Marriage is hereby granted.

B. Maintenance:

1. That L.D. is forever barred from claiming maintenance, formerly known as alimony, whether past, present, or future, against MARY.

2. That issue of maintenance for MARY is reserved.

C. Debts:

Each party shall pay all outstanding debts individually incurred by him or her in his or her own name, whether such debt was incurred before the marriage, during the marriage, or during any period of separation, and each shall indemnify, defend and hold the other absolutely harmless from any expense, loss, claim or liability whatsoever arising from, or in any way connected with such outstanding debts, except as herein otherwise ordered.

D. Real Estate/Business:

1. Route 1, Box 263, Mantee, Mississippi 39751; (Frame House Located in 2 A W 1/2 SW 1/4 of Section 5, Township 16 South, Range 3 East, Clay County, Mississippi. Warranty Deed recorded in Deed Record 192, Page 497 in the office of the Chancery Court of Clay County, Mississippi.) MARY is awarded one-half the value of said property (\$19,000.00), which amount may be obtained from the proceeds of the sale of the

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Chicago property discussed in paragraph D 4. hereinbelow. MARY waives any interest she may have in and to any income or rent from said property. MARY shall, by Quit Claim Deed and by the execution of all other necessary documents as prepared and presented by L.D. or his legal representative, convey to L.D. her right, title and interest in and to the aforesaid real estate, including all rights and interest in insurance benefits and escrow accounts associated with the aforescribed real estate. Should MARY fail to execute the necessary documents to convey her interest in and to said real estate to L.D., this Judgment shall operate so as to effect such conveyance. Further, should MARY fail to execute the necessary documents to convey her interest in and to said real estate to L.D., then a Judge's Deed to said property shall issue upon proper notice and motion. L.D. shall assume and pay all expenses, including, but not necessarily limited to, taxes, utilities, insurance, mortgage indebtedness, and other encumbrances on such property as of the effective date of this Judgment, as well as any such indebtedness that exist or may arise hereafter, and shall indemnify and hold MARY harmless thereon.

2. Route 1, Box 263, Mantee, Mississippi 39751; (*Brick House Located in 2 A S ½ SW1/4 NW1/4 of Section 5, Township 16 South, Range 3 East, Clay County, Mississippi. Warranty Deed recorded in Deed Record 159 (or possibly 157), Page 100 in the office of the Chancery Court of Clay County, Mississippi.*) MARY is awarded one-half the value of said property (\$20,000.00), which amount may be obtained from the proceeds of the sale of the Chicago property discussed in paragraph D 4. hereinbelow. MARY waives any interest she may have in and to any income or rent from said property. MARY shall, by Quit Claim Deed and by the execution of all other necessary documents as

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prepared and presented by L.D. or his legal representative, convey to L.D. her right, title and interest in and to the aforesaid real estate, including all rights and interest in insurance benefits and escrow accounts associated with the aforescribed real estate. Should MARY fail to execute the necessary documents to convey her interest in and to said real estate to L.D., this Judgment shall operate so as to effect such conveyance. Further, should MARY fail to execute the necessary documents to convey her interest in and to said real estate to L.D., then a Judge's Deed to said property shall issue upon proper notice and motion. L.D. shall assume and pay all expenses, including, but not necessarily limited to, taxes, utilities, insurance, mortgage indebtedness, and other encumbrances on such property as of the effective date of this Judgment, as well as any such indebtedness that exist or may arise hereafter, and shall indemnify and hold MARY harmless thereon.

3. Pool Hall/Tavern Chickensaw County, Mississippi: The issue of distribution of this property is reserved.

4. 1514 East 72nd Street, Chicago, Illinois: (Permanent Index Number 20-26-207-014-000.) MARY is awarded one-half the equity in the property, which shall be listed for sale within two years from the date of entry of Judgment.

SALE TERMS: MARY shall determine the real estate broker to use for the sale. The property shall be appraised by a MIA appraiser and/or a real estate broker. Each party shall pay one-half (1/2) of the cost of such appraisal. MARY shall select the appraiser and/or real estate broker. If the parties agree in writing as to the fair market value of the property, a formal appraisal shall not be necessary, and such value shall be deemed to be the "appraised value" for purposes of the remaining provisions.

Unless the parties otherwise agree in writing, the property shall be listed for sale with the selected real estate broker, at a price equal to one hundred ten percent (110%) of the appraised value. If the property has not been contracted for sale within thirty (30) days from the date of listing, either party may elect to require a reduction of the asking price by five percent (5%) of the appraised value, and the right to require the reduction of the asking price by five percent (5%) of the appraised value shall continue for consecutive thirty (30) day periods until such time as the asking price reaches a level of ninety percent (90%) of the appraised value, whereupon MARY shall decide whether to further reduce the asking price. Any bona fide offer to purchase shall be accepted if the purchase price is equal to the appraised value of the property or the asking price as heretofore provided.

L.D. shall cooperate and perform all necessary acts and execute all necessary documents to effect the sale of the property. Should L.D. fail to execute the necessary documents to convey his interest in and to said real estate, this Judgment shall operate so as to effect such conveyance, and the County Auditor and County Recorder are directed to transfer and record this document upon their records. Further, should L.D. fail to execute the necessary documents to convey his interest in and to said real estate, then a Judge's Deed to said property shall issue upon proper notice and motion. L.D. shall be responsible for any costs and/or attorney's fees incurred as a result of his failure to execute the necessary documents to convey his interest in and to said real estate.

SALE PROCEEDS: Any all proceeds from the sale of the real estate, after payment of any mortgages on the property existing at the time of entry of this Order, brokers fees, closing costs, and assessments upon said real estate, the remaining funds will be distributed as follows in the following order:

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1. To MARY, 50% (fifty percent) of the remaining sale proceeds, plus:
2. To MARY, reimbursement for her payment of any encumbrances on the property prior to closing;
3. To Mary, reimbursement for funds taken out of her share of the proceeds at closing to pay off any encumbrances on the property incurred, or allowed to be incurred by L.D., the intention being that L.D. incur the full expense for any such encumbrances;
4. To Mary, \$19,000.00 for the frame house relative to paragraph D.1 above;
5. To Mary, \$20,000.00 for the brick house relative to paragraph D.2 above;
6. To Mary, attorney's fees in sum of \$487.50 as awarded in paragraph I hereinbelow; and
7. To L.D., any remaining proceeds.

To the extent, if any, that MARY is not able to be fully paid out of the proceeds of the sale, L.D. shall be liable for any such deficiency.

EXCLUSIVE POSSESSION OF UNIT: MARY shall continue to have sole and exclusive possession of the unit she now occupies, and shall continue to not pay rent for a period of two years from the entry of Judgment for Dissolution of Marriage. L.D. shall be obligated to pay any mortgage indebtedness, redemption amounts, taxes, insurance, assessments, and all necessary and reasonable expenses for repairs and maintenance of said property, including the payment of all utilities, excepting MARY's telephone charges. In the event it becomes necessary for MARY to pay any such debts on behalf of L.D., said amount shall be reimbursed to MARY out of the proceeds of the sale, in addition to all other sums to which she is entitled. L.D. shall not allow any further encumbrances of any kind whatsoever, not existing as of the date of this Order, to attach to said real property, and L.D. shall indemnify, defend and hold MARY absolutely harmless

from any expense, loss, claim, or liability whatsoever arising from, or in any way connected with the aforesaid obligations on said property.

INCOME FROM PROPERTY: The issue of division of any income from the property is reserved.

E. Household Goods:

All household goods, furniture, furnishings, appliances, fixtures, silverware, dishes, cash monies, personal effects, and jewelry presently in MARY's possession or control, shall be and remain the sole and exclusive property of MARY. All household goods, furniture, furnishings, appliances, fixtures, silverware, dishes, cash monies, personal effects, and jewelry presently in L.D.'s possession or control, shall be and remain the sole and exclusive property of L.D.

F. Automobiles:

By the entry of this Order, L.D. hereby assigns to MARY all of his interest in and to the 1985 Fleetwood, Cadillac, and MARY shall become solely liable for all payments due or which may become due for the use, operation, maintenance and financing thereof.

By the entry of this Order, MARY hereby assigns to L.D. all of her interest in and to the 1959 Limosine, Fleetwood, Cadillac, and the 1985 Limosine, Cadillac and L.D. shall become solely liable for all payments due or which may become due for the use, operation, maintenance and financing thereof.

G. Bank Accounts:

Each party shall retain as their sole and exclusive property, free and clear of any claim by the other, all rights, title, and interest in and to all bank accounts and funds contained therein, now titled in their individual names, or any account under their dominion and control. The parties waive and release all of their right, title, and interest in and to the

bank accounts to be retained by the other party pursuant to the terms of this provision. Any accounts titled in both names, shall be closed, and the proceeds divided equally.

H. Pensions:

The issue of division of L.D.'s pension plan, or other deferred compensation plan, IRA accounts, 401(k), annuities, and the like, are reserved.

I. Attorney's Fees:

MARY is awarded \$487.50 for attorney's fees, and L.D. is forever barred from seeking attorneys fees from MARY.

J. Maiden Name:

That MARY shall have the right to resume her maiden name of LIPSCOMB, should she choose to do so.

K. Parties Barred:

Upon the entry of this Judgment for Dissolution of Marriage, each of the parties hereto shall be and are hereby barred and foreclosed, except as set forth and provided before in this Judgment for Dissolution of Marriage, from any and all claim of right, title or interest which he or she now has or might assert in and to the property of the other, whether real, personal or mixed, now owned or hereafter acquired, by either of the parties of whatsoever kind and character and nature and wheresoever situated by reason of the marital relationship heretofore existing between parties or for any other cause, including dower, homestead, inheritance, distribution and succession, providing however, that nothing contained in this paragraph shall be construed as a waiver or release by either party to the other of the obligation of such other party to comply with the provisions of this Judgment for Dissolution or the right of either party to sue or bring an action against the other in any court of competent jurisdiction for the enforcement thereof.

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L. Cooperation By Parties:

Each of the parties hereto shall, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

M. Jurisdiction:

This Court expressly retains jurisdiction over this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage and adjudicating all rights and interests expressly reserved herein.

DATED: _____

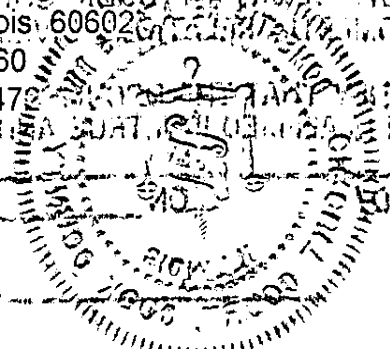
ENTER: _____



JUDGE

LAW OFFICE OF STEVEN I. BRILL
Attorney for Respondent, Counter-Petitioner
25 East Washington Street, Suite 1500
Chicago, Illinois 60602
(312) 984-0460

Case No: 2847



CLERK OF THE COURT
COOK COUNTY

Property of Cook County Clerk's Office

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF Final Judgment

ENTERED/FILED CO ON March 2, 1999

March 3, 1999
Audrey H. Hais

CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS