

# UNOFFICIAL COPY

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Certificate No. 1249228 Document No. 3559843

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1249228 indicated affecting the  
following described premises, to-wit:

NORTH 40 FEET OF LOT TEN (10) IN BELLWOOD  
HIGHLANDS, BEING A SUBDIVISION OF LOTS ONE (1) TWO (2)  
THREE (3) AND FIVE (4) (EXCEPT THE WEST 16.4 FEET OF  
SAID LOT (4) IN STORM ESTATE SUBDIVISION OF PART OF  
THE SOUTH EAST QUARTER (1/4) OF SECTION 8 TOWNSHIP  
39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN IN COOK COUNTY, ILL.

PROPERTY INDEX NUMBER

15	08	414	023	0000
A	BA	BLK	PCL	UNIT

Section 8 Township 39 North, Range 12 East of the  
Third Principal Meridian, Cook County, Illinois.

W. E. Handy

CHICAGO, ILLINOIS 10-20 1996

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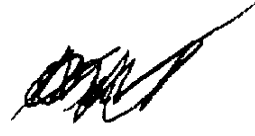
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September 24, 1986



James E. Schiro  
The Family Shopper  
327 Duirel Avenue  
Box 613  
Hillside, IL 60162

Re: 86 D 8630

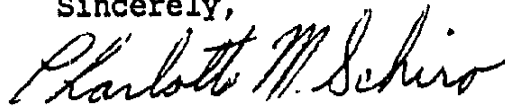
Dear Jim,

You are hereby authorized and directed to issue a quit claim deed to me, Charlotte Schiro and James Masgai, as tenants in common, conveying the premises legally described as follows:

The North 40 feet of Lot 10 in Bellewood Highlands, being a Subdivision of Lots 1, 2, 3, and 4 (except the West 16.4 feet of said Lot 4) in Sturm Estate Subdivision of part of the South East Quarter of Section 8, Township 39 North, Range 12, East of the Third Meridian in Cook County, Illinois.

This direction to execute is made to induce the Registrar of Torrens Titles to register a quit claim deed dated August 6, 1986 in accordance with paragraph 11 of Judgment for Dissolution of Marriage in case no. 86 D 8630 entered May 12, 1986.

Sincerely,



Charlotte M. Schiro

Rec'd  
original  
10-10-86  
J Schiro

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PLACITA JUDGMENT

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK      ss.

PLEAS, before the Honorable **HYMAN FELDMAN**  
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 **-MAY 12th**  
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 **HYMAN FELDMAN**  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*[Handwritten signature]*

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STATE OF ILLINOIS }  
COUNTY OF COOK } SS

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

IN RE THE MARRIAGE OF

Charlotte M. Schiro,  
Petitioner

86 @ 8630

and

James E. Schiro,  
Respondent.

JUDGEMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard on the Petition of Charlotte M. Schiro for a Dissolution of Marriage; the Respondent, James E. Schiro, having appeared pro se; the parties having stipulated this to be heard as a matter of default; and the Court having heard the evidence and being advised in the premises, finds:

1. The Court has jurisdiction of the subject matter and of the parties hereto.
2. That the Petitioner has resided in the County of Cook and State of Illinois for more than ninety (90) days immediately preceding the making of the findings herein and was a resident of the State of Illinois at the commencement of the within action.
3. That the parties were lawfully married on September 29, 1970, at Chicago, Illinois and said marriage was registered in Cook County, Illinois.
4. That one child was born to the parties, namely

*Shirley J. ...*

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Cheryl Maria Schiro, born June 27, 1969. No children were adopted by the parties and the Petitioner is not now pregnant,

5. That the parties hereto have lived separate and apart for a continuous period in excess of two years.

6. Irreconcilable differences have caused an irremediable breakdown of the marriage and efforts of reconciliation have failed.

7. That the parties hereto have entered into a written property settlement agreement which provides for custody, visitation and support of the minor child and the division of marital property and debts. The Court finds the marital settlement agreement to be just and equitable and is incorporated herein. The marital settlement agreement in words and figures is as follows, to wit:

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MARITAL SEPARATION AGREEMENT 0 3 5 5 9 8 4 3

This agreement made and entered this 29 day of April, 1986, between JAMES E. SCHIRO, of the town of Hillside, County of Cook, State of Illinois, and CHARLOTTE M. SCHIRO, of the town of Bellwood, County of Cook, State of Illinois. JAMES E. SCHIRO is referred to herein as "husband" and CHARLOTTE M. SCHIRO is referred to as "wife".

## WITNESSETH:

That, whereas the parties hereto were lawfully joined in marriage on September 29, 1970, at Chicago, Cook County, Illinois; and

Whereas one child was born to the parties as a result of the marriage, namely CHERYL MARIA SCHIRO, born June 27, 1969; no children were adopted and the wife is not now pregnant; and

Whereas certain irreconcilable differences have arisen between the parties which have rendered impossible a continuation of the marital relationship existing between them; and

Whereas, the wife has engaged the law office of Manak and Hornsby as her attorneys and the husband as appeared pro se; and the attorneys for the wife have drafted this instrument, and this purports to be and in fact is a written expression of the agreement heretofore entered into between the parties; and

Whereas both parties expressly state that they have freely and voluntarily entered into this agreement of their own volition, free of any duress or coercion and with knowledge of each provision contained in this agreement and the consequences thereof. Each party expressly states that no representation has been made to him or her by the other parties, after carefully considering the terms of this agreement, state that they do not regard the terms of this agreement to be unconscionable; and

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Whereas without any collusion as to any pending proceedings, or any other proceeding that may be filed between the parties and in the interest of avoiding protracted litigation, the parties consider it to be in their respective best interests to settle, adjust and compromise between themselves now and forever; the matters of custody, support and visitation of the minor child, maintenance for the wife and husband, the settlement of the property rights of the parties with respect to both marital and non-marital property, and the disposition of all claims whether arising by virtue of the marriage of the parties hereto or otherwise which each party hereto ever had, now has or may have in the future against the other, whether arising under the laws of Illinois or any other state or country.

Now therefore in consideration of the mutual covenants of the parties hereto and the foregoing, hereinafter set forth, and for other good and valuable consideration, the receipt of which are jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

1. Incorporation of Recitals: The foregoing recitals are hereby made a part of this agreement.

2. Non-collusion Clause: This agreement is not made to induce either of the parties hereto to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend the pending action and any action or actions which may hereafter be brought by either or both of them regarding the marriage.

3. Captions: The captions contained in this agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this agreement.

4. Custody: The wife shall have the care, custody, control and education of the parties' minor child, CHERYL MARIA SCHIRO.

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5. Visitation: The husband shall have liberal and reasonable rights of visitation with the parties' minor child at times as agreed by the parties. If the parties are unable to agree upon times of visitation, either party may petition a court of competent jurisdiction for determination thereof.

6. Child Support: The parties acknowledge that the minor child is mentally handicapped, the husband shall pay to the wife the sum of \$100.00 per week, being within the statutory guidelines and such payments shall continue until the death of the husband or the death of the child, whichever first occurs. Support shall be paid directly to the wife and not through the circuit court.

7. Notice: Each party shall inform the other of their addresses and phone numbers so that they may contact the other in the event of an emergency involving the child.

8. Insurance: The husband shall maintain major medical insurance for the child until his death or the death of the child, whichever first occurs. The husband shall maintain major medical insurance for the wife until she remarries.

9. Medical Costs: The husband shall be liable for extraordinary medical costs of the child. The wife shall be liable for ordinary medical costs of the child not covered by medical insurance and shall cooperate in the submission of all documents necessary for maximum insurance coverage.

10. Life Insurance: The husband shall maintain life insurance on his life with the minor child as irrevocable beneficiary in the sum of \$20,000.00.

11. Real Property: The parties have an ownership interest in real estate commonly known as 526 Englewood, Bellwood, Illinois. The husband shall quit claim his interest in said property to the wife. The husband shall be liable for the mortgage, general real estate taxes and liability insurance on said property until the first of either party dies. The husband shall be entitled to any tax benefits derived from said payments.

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12. Business Interests: The parties have an ownership interest in The Family Shopper, Inc.. The wife hereby waives her marital and ownership interest in said business and the right to make a claim against said business for monies invested, work performed or any other reason or basis. The husband shall indemnify the wife for any claim made against the business, and assume all liabilities therein.

13. Personal Property, Accounts, Financial Instruments: The wife shall have the sole and exclusive ownership and possession of all personal property, accounts and financial instruments in her name or in her possession. The husband shall have the sole and exclusive ownership and possession of all personal property, accounts and financial instruments in his name or in his possession.

14. Pension and Profit Sharing: Each party waives his or her interest in any pension or profit sharing interest the other may now have or may become entitled to at any time in the future.

15. Maintenance: The husband waives his right to claim maintenance against the wife. The wife waives her right to claim maintenance against the husband. Each party understands that maintenance is formerly known as alimony and by waiving it, they waive the right to make a claim for maintenance based on this marriage in any court at any time in the future.

16. Attorneys' Fees and Costs: Each party shall be solely responsible for their own attorneys' fees and costs incurred in any action for a dissolution of marriage incorporating this agreement.

17. Mutual Release: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of inheritance, descent and distribution, community interest and all other rights, title, claim interest and estates as husband and wife,

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widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law of which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, whether marital or non-marital, or his or her estate, whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any or either of the rights specified and relinquished under this paragraph; and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitutes a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such releases, waiver, relinquishment or extinguishment of such rights, provided however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligations on the part of the other to comply with the provisions of this agreement.

18. Execution of Documents: Each of the parties hereto hereby agrees to execute and acknowledge, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinafter provided, and hereafter, at any time and from time to time to execute and acknowledge any and all documents of this agreement and establish or record the sole and separate ownership of the several properties of said party in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall and it



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is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights, herein above designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

19. Waiver of Estate Claim: Each of the parties hereby waived and relinquishes all right to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate this agreement shall operate as a relinquishment of all rights of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto respectively reserving the right to dispose, by testament or otherwise his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

20. Incorporation Clause: In the event that a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter, this agreement and all of its provisions shall be incorporated into any such Judgment, but in no event shall this agreement be effective or of any validity unless a Judgment for Dissolution of Marriage or Legal Separation is entered. The Court upon entry of Judgment shall retain the right to enforce the provisions and terms of this agreement. The provisions of this agreement shall survive its incorporation into such Judgment.

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IN WITNESS WHEREOF, the husband and wife have hereunto set their respective hands and seals this day and year first written above.

*James E. Schiro*  
JAMES E. SCHIRO

*Charlotte M. Schiro*  
CHARLOTTE M. SCHIRO

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8. The Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence and a Judgement for Dissolution of Marriage should be entered herein.

WHEREFORE, on the motion of the attorneys for Petitioner, it is hereby ordered and adjudged as follows:

A. That the parties hereto are awarded a Judgement for Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, Charlotte M. Schiro, and the Respondent, James E. Schiro, are hereby dissolved.

B. That the Marital Settlement Agreement is incorporated herein as part of this Judgment as if the same were set out herein verbatim and the parties are ordered to obey the provisions and covenants thereof.

C. This Court shall retain jurisdiction of this cause for the purpose of enforcing all and sundry provisions of this Judgment.

ENTER: \_\_\_\_\_

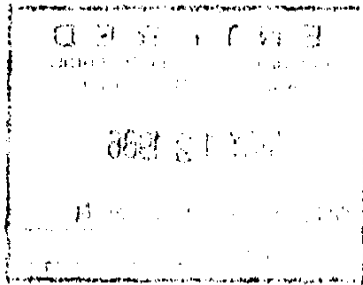
<b>ENTERED</b> CLERK OF THE CIRCUIT COURT MORRIS M. FISLEY
MAY 12 1966
JUDGE HYMAN FELDMAN DEPUTY CLERK

MANAK & HORNSBY  
Attorneys for Petitioner  
33 N. LaSalle Street  
Chicago, IL 60602  
312-236-3927  
#11821

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STATE OF ILLINOIS,
COUNTY OF COOK ss.

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:

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in a certain cause lately pending in said Court, between CHARLOTTE M. SCHIRO plaintiff/petitioner and JAMES E. SCHIRO defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 20th

day of OCTOBER 19 86

Morgan M. Finley Clerk

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IDENTIFIED NO.	Register of Tolls Taxes HARRY BUS JOSEPH SANCHEZ
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210859813  
 340013  
 2108  
 33 N. WASHINGTON ST.  
 CHICAGO, IL  
 60602

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