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IN RE: THE MARRIAGE OF  
JAMES C. SHELDON  
Plaintiff

0 3:5 85694722

v.  
ANGELICA M. SHELDON  
Defendant

NO. 78 D 1820

ORDER

This matter having come before this Court on the Petition of the Plaintiff and the Court finding that the Defendant has failed to execute a quit claim deed for the marital residence to the Plaintiff, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED that Judge WILLIAM E. PETERSON shall execute a quit claim deed on behalf of the Defendant, ANGELICA M. SHELDON, conveying the property located at 9751 AVENUE "N.", in CHICAGO, Illinois, and legally described as follows:

LOT 28 IN BLOCK 14 IN TAYLOR'S SECOND ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 5, SOUTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
9751 AVE "N" 26-05-320-221

Name THOMAS R. BOBAK #01207  
Attorney for JAMES C. SHELDON  
Address 313 RIVER OAKS DRIVE  
City CALUMET CITY, ILLINOIS  
Telephone 862-0400 60409

....., 19.....

ENTER:

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

W. E. PETERSON  
CLERK OF JUDICIAL COURT  
AUG 15 1986  
W. E. PETERSON  
DEPUTY CLERK

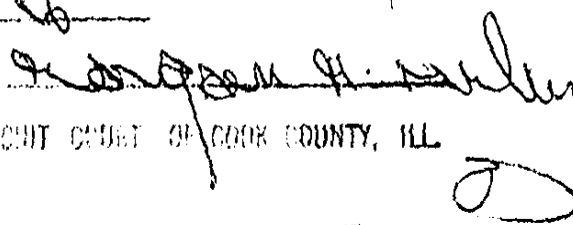
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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10-6-86

  
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

03 11 1986

STATE OF ILLINOIS )  
COUNTY OF COOK )

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SS:

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

FILED  
AUG 15 1986

IN RE: THE MARRIAGE OF

JAMES C. SHELDON  
Plaintiff

-vs-

ANGELICA M. SHELDON  
Defendant

}  
}  
}  
}  
}  
}

NO. 78 D 1820

MORGAN M. FINLEY  
CLERK - CIRCUIT COURT

AFFIDAVIT OF GRANTEE

JAMES C. SHELDON, being first duly sworn on oath, deposes and says that she has not received nor recorded a Deed, pursuant to the Judgment entered in the above entitled case on NOVEMBER 2, 1979.

James C. Sheldon  
AFFIANT

AFFIDAVIT OF ATTORNEY

THOMAS R. BOBAK, being first duly sworn on oath, deposes and says that he has searched the public records of the Recorder's Office of Cook County, and no Deed has been recorded or registered in accordance with the terms of the Judgment entered in the above entitled cause on NOVEMBER 2, 1979; and further deposes and states that he has no knowledge of any action pending to vacate said Judgment nor any knowledge of appeal therefrom.

Thomas R. Bobak  
ATTORNEY

SUBSCRIBED and SWORN to before me  
this 15<sup>th</sup> day of AUGUST, 1986.

Walter W. Kucera  
NOTARY PUBLIC

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0 3 5 6 9 4 Form 2/20

Certificate No. 1286137 Document No. 2946664

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1286137 Indicated affecting the  
following described premises, to-wit:

LOT TWENTY-EIGHT (28)  
In Block Fourteen (14), in Taylor's Second Addition to South  
Chicago, being a Subdivision of the South West Fractional  
Quarter (¼) of Fractional Section 5, South of the Indian  
Boundary Line, in Township 37 North, Range 15, East of the Third  
Principal Meridian

9751 AVE "N"

RG-05-3RD-DR1

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

CHICAGO, ILLINOIS 11/21 1986

James C. Sheldon

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PLACITA JUDGMENT

0 3 5 6 9 4 7 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, )  
COUNTY OF COOK ) ss.

PLEAS, before the Honorable . . . . . ALBERT S. PORTER . . . . .  
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 . . . . . NOVEMBER 2nd, . . . . .  
in the year of our Lord, one thousand nine hundred and . . . . . 79, . . . . . and of the Independence  
of the United States of America, the two hundredth and . . . . . FOURTH . . . . .

PRESENT: - The Honorable . . . ALBERT S. PORTER, . . . . .  
Judge of the Circuit Court of Cook County.

BERNARD J. CAREY  
~~RICHARD M. DAVEY~~, State's Attorney  
RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS )  
COUNTY DEPARTMENT, CHANCERY-DIVORCE DIVISION )

IN RE THE MARRIAGE OF )  
JAMES C. SHELDON, )  
Petitioner. )  
and )  
ANGELICA M. SHELDON, )  
Respondent. )

No. 78 D 1820

ENTERED  
CLERK OF THE CIRCUIT COURT  
NOV - 2 1979  
JUDGE A.S. PORTER  
DEPUTY CLERK [Signature]

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter having come on for hearing as in cases of default on the stipulation of the parties, and the parties appearing in open court; and the Court having heard the evidence for the petitioner offering proof in support of the allegations and charges contained in the Petition for Dissolution of Marriage, and the Court considering all the evidence and arguments of counsel, and now being fully informed in the premises FINDS:

1. That the Court has jurisdiction of the subject matter and the parties hereto;
2. That the parties were lawfully married on May 2, 1976, at Lemont, Illinois;
3. That at the commencement of the within action, Petitioner and Respondent were domiciled in the State of Illinois, and had maintained said domicile for more than 90 days preceding the making of the findings;
4. That at all times the Petitioner conducted himself as a true, faithful, and affectionate husband;
5. That without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner;
6. That no children were born to the parties, and none were adopted, nor is Respondent currently pregnant.

*No report  
No entry fees  
copy of order  
along with a  
copy of the  
petition*

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7. That the Petitioner and Respondent have entered into a written Marital Settlement Agreement dated September 18, 1979, settling, adjusting, and determining between themselves all questions of maintenance and property rights. Said Agreement has been presented to this Court for the examination and is in words and figures as follows:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made at Chicago, Illinois by and between JAMES C. SHELDON (hereinafter referred to as "James") residing in Chicago, Illinois and ANGELICA M. SHELDON (hereinafter referred to as "Angelica"), residing in Chicago, Illinois.

The parties were lawfully married at Lemont, Illinois on May 2, 1976.

Irreconcilable difficulties and differences have arisen between the parties.

James has filed against Angelica, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois under docket number 78 D 1820. The case is entitled In Re the Marriage of: JAMES C. SHELDON, Petitioner, and ANGELICA M. SHELDON, Respondent, and that case remains pending and undetermined.

The parties hereto consider it in their best interests to settle between themselves now and forever the matter of allowance for James and Angelica, and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may hereafter have or claim to have against the other, and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real, personal or mixed now owned or which may hereafter be acquired by either of them, or any rights of claims in and to the estate of the other.

James has employed and had the benefit of counsel of STEVEN MORA, as his attorney. Angelica was fully apprised of her right to consult with counsel, and has chosen not to hire or be represented by counsel. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

### ARTICLE I

#### Right of Action

1. This agreement is not one to obtain or stimulate a dissolution of marriage.

2. James reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which may be commenced by Angelica. Angelica reserves the right to prosecute any action for dissolution of marriage which she may hereafter bring and defend any action which has been or may be commenced by James.

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ARTICLE II  
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Property Settlement

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1. James and Angelica will divide their personal property into approximately equal parts by mutual agreement. However, James shall keep the marital residence located at 9751 Avenue "N", Chicago, Illinois. It is further agreed that James shall hold Angelica harmless from liability for mortgage payments on said marital residence.

2. Angelica shall keep the 1971 model Volvo. In addition, James shall give Angelica three hundred (\$300.00) dollars cash.

3. Each of the parties hereto waive any and all claims and rights that he or she may have to alimony, support and maintenance, past, present, or future, from the other and releases the other from all claims thereto; and it is hereby mutually agreed that the Judgment of Dissolution of Marriage shall specifically provide that the rights of each party to alimony, maintenance, and support be barred and terminated.

4. Each party releases all claims to any personal property which is agreed upon is the property of the other party.

ARTICLE III

General Provisions

1. Execution of Documents: Except as otherwise provided, each of the parties hereto shall execute, acknowledge, and deliver upon the effective date of this agreement, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of ownership of the several properties of said parties 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 is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all all rights hereinabove 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. To further implement the execution and delivery of any and all documents required for any judge or associate judge of the Circuit Court of Cook County, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

2. 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, waiver and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony, dower, inheritance, descent, distribution, community interest, and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relation existing between said parties hereto, under any present or future law, or 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, or his or her estate, whether now owned or hereafter in any or manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, for the purpose of enforcing any or all of the rights relinquished under this agreement; and further agree that in the event any suit shall

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he commenced, the defendant, upon pleading shall constitute a complete defense to any such claim or suit brought by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, 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 required to effect or evidence such release, 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 obligation on the part of the other to comply with provisions of this agreement, or the rights of either party under this agreement.

3. Waiver of Estate Claim: Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator of administrator-with-the-will annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property 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 right 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 had never been married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

4. In the event either James or Angelica at any time hereafter obtains a dissolution of marriage in the case presently pending between them, this agreement and all of its provisions shall be incorporated into any such judgment for dissolution, either directly or by reference, but in no event shall this agreement be effective or of any validity unless a judgment for dissolution is entered in the pending case brought by James and referred to hereinbefore. The court on entry of the judgment for dissolution shall retain the right to enforce the provisions and terms of the agreement which agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

5. The content of this agreement may be disclosed to the judge assigned to hear testimony and evidence in the pending divorce action brought by James against Angelica and may be adopted and incorporated by reference by the court as a part of its judgment. In no event, however, shall this agreement or its terms be merged into the judgment for dissolution of marriage, but the same 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. The parties, in order to protect the right of privacy of the other, shall not publish or disclose the terms hereof without the clear necessity therefor.

6. This agreement shall be construed in accordance with the laws of the State of Illinois, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a court of competent jurisdiction at any time after entry of judgment for dissolution holds that a portion of this agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Illinois is the jurisdiction having the greatest interest in the subject matter of this agreement in that the agreement was prepared and executed in Illinois, and the parties are residents of Illinois. James filed an action for dissolution of marriage in Illinois. The parties choose and desire for the sake of certainty as well as other

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consideration to be bound by the law of Illinois.

7. In the event any court alters, changes, or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then any pending proceeding before such court shall be suspended so that James and Angelica shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes, or modifies any portion of this agreement at any time prior to the entry of a judgment for dissolution of marriage, then the entire agreement shall become voidable at the option of James or Angelica.

IN WITNESS WHEREOF, James and Angelica have hereunto set their respective hands and seals the day and year first above written.

Angelica M. Helton

James E. Helton

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AND THE COURT having examined the Marital Settlement Agreement and been fully advised of the circumstances of the parties, FINDS that the said Agreement was freely entered into by the parties.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED and this Court by virtue of the power and authority vested therein, and the Statute in such made and provided, DOETH ORDER, ADJUDGE, AND DECREE as follows:

A. That the Petition for Dissolution of Marriage be and the same is hereby granted and that the parties be awarded a Dissolution of Marriage; and that the marriage heretofore existing between the parties be and the same is hereby dissolved.

B. That the Respondent has waived here respective rights to maintenance from the Petitioner and is hereby forever barred from asserting any claim, either present, past, or future for maintenance and support.

C. That the Petitioner has waived his respective rights to maintenance from the Respondent and is hereby forever barred from asserting any claim, either past, present, or future for maintenance and support.

D. That the aforesaid Agreement between the parties, dated September 18, 1979, and all of its provisions be and the same are expressly ratified, approved, confirmed, and adopted as the Orders of the Court with the same full force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court.

E. That except as heretofore otherwise provided, any and all right, claim, demand, or interest of either party, one against the other, arising out of their marital relationship or otherwise, shall be and the same are hereby forever barred and terminated.

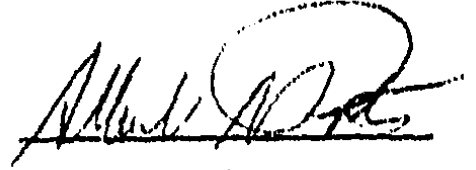
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F. The Court shall retain jurisdiction of this cause for purpose of enforcement of the provisions of this Judgment and the Agreement incorporated therein.

ENTER:



JUDGE

Dated: \_\_\_\_\_

Dan Walker Law Office  
1211 West 22nd Street, Suite 620  
Oak Brook, Illinois 60521  
312/920-1105

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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:

[Dotted lines for case details]

in a certain cause lately pending in said Court, between JAMES G. SHELDON, plaintiff/petitioner and ANGELICA N. SHELDON, defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this . . . . 6th, . . . . day of . . . . OCTOBER, . . . . 19. 86

[Handwritten signature of Morgan M. Finley] Clerk

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NOV 21 1986

HARRY (GUS) YOUNG  
REGISTRAR OF DEEDS



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*James C. Sheldon  
9751 Ave N  
CHICAGO, ILL  
60617*

*2/13/87  
JW  
1986*

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