

# UNOFFICIAL COPY

Form #20

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Certificate No. 13 11787 Document No. ~~3623779~~

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1311787 indicated affecting the  
following described premises, to-wit:

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

Mark Pottinger

CHICAGO, ILLINOIS 6-8 1987.

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EXHIBIT

PARCEL 1:

UNIT 1104 IN AMERICANA TOWERS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

14-33-422-068-1101 AA

SUB-LOT 14 IN THE SUBDIVISION OF LOTS 14 TO 19 AND THE SOUTH 63 FEET OF LOT 13 IN GALE'S NORTH ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

3623779

ALSO:

LOTS AND PARTS OF LOTS IN THE SUBDIVISION OF LOT 20 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID,

ALSO:

LOTS AND PART OF LOT IN THE SUBDIVISION OF LOT 21 IN GALE'S NORTH ADDITION TO CHICAGO, AFORESAID,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 10, 1970 AND KNOWN AS TRUST NO. 41013 RECORDED AS DOCUMENT NO. 24267612 AND FILED AS DOCUMENT NO. LR2991060; TOGETHER WITH AN UNDIVIDED .1614 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.


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0 3 6 2 3 7 7 8 STEPHEN B. ENGELMAN

MARK S. SMITH

Of Counsel

CHARLOTTE W. ZIPORYN



June 5, 1987

Mr. Herbert Lowinger, Registrar of Titles  
c/o Mark Petricig  
First American Title  
100 N. LaSalle Street, Suite 400  
Chicago, IL 60602

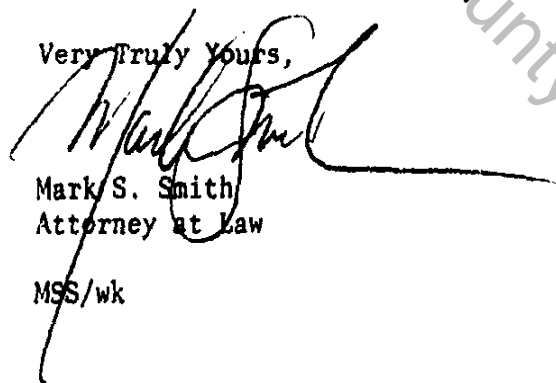
RE: 1636 N. Wells, Unit 1104, Chicago

Dear Mr. Lowinger:

This office represents the Buyer and Seller in connection with the transfer of interest in the subject unit from Donald M. Schultz to Connie M. Schultz. The Warranty Deed which has been previously delivered represents the conveyance under Paragraph C of the Judgment of  $\frac{1}{2}$  interest, and the remaining  $\frac{1}{2}$  interest is being sold for consideration in the amount of \$17,000.00.

I trust that this satisfies your most recent inquiry.

Very Truly Yours,



Mark S. Smith  
Attorney at Law

MSS/wk

ENGELSMAN AND SMITH

ATTORNEYS AT LAW • ONE CONCOURSE PLAZA, SUITE 907 • 4711 GOLF ROAD • SKOKIE, ILLINOIS 60076 • 312/676-2610

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## AFFIDAVIT OF PAYMENT OF ATTORNEYS FEES

The undersigned, being first duly sworn upon oath, deposes and states as follows:

1. The undersigned is a Partner of the Law firm of ENGELMAN & SMITH, maintaining a principal place of business at One Concourse Plaza, 4711 Golf Road, Suite 907, Skokie, Illinois.

2. Said law firm represented DONALD M. SCHULTZ in regard to the Dissolution of his Marriage with DEBORAH L. SCHULTZ, filed in the Circuit Court of Cook County, Illinois, under general Docket No. 79 D 18147, and in regard to the Dissolution of his Marriage with CONNIE MARIE SCHULTZ, filed in the Circuit Court of Cook County, Illinois, under general Docket No. 86 D 12191.

3. In both of the aforesaid divorces, the Wife of DONALD M. SCHULTZ appeared Pro Se and acted without the assistance of an attorney.

4. All attorneys fees have been paid to all attorneys of record in both of the aforesaid divorce cases, and there is due and owing to ENGELMAN & SMITH no monies as a result of the representation of DONALD M. SCHULTZ in either of the aforesaid divorces.

5. Further Affiant sayeth naught.

  
STEPHEN B. ENGELMAN

SUBSCRIBED and SWORN to  
before me this 20<sup>th</sup> day  
of May, 1988.

  
Notary Public

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ENTERED
CLERK OF THE CIRCUIT COURT
JUL 20 1986
LOUIS H. HYDE
DEPUTY CLERK

Attorney Code No. 20981

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

IN RE: THE MARRIAGE OF

DONALD M. SCHULTZ,

Plaintiff,

vs.

CONNIE MARIE SCHULTZ,

Defendant.

86012191

NO.

### JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER, coming on to be heard by Stipulation, the Plaintiff being represented by ENGELMAN & SMITH as his attorneys, and the Defendant has been advised to seek the counsel and assistance of an attorney, but has determined it to be within her best interest not to retain the same; the parties having signed a Stipulation that this matter be heard as in the nature of a default, and the Court having heard the evidence, a certificate of which has been filed herein, and being fully advised in the premises, FINDS:

1. The Court has jurisdiction of the subject matter and the parties hereto, the Plaintiff having been domiciled within the State of Illinois and the County of Cook for at least ninety days prior to the findings herein and at the commencement of this action.

2. The parties were lawfully married to each other on October 10, 1981, in Schaumburg, Cook County, Illinois.

3. No children have been born to or adopted by the parties as a result of the marriage, and Defendant is not now pregnant.

4. Irreconcilable differences and difficulties have arisen between the parties causing their separation in January, 1986, and which said irreconcilable differences and difficulties have made this marriage irretrievable, within the meaning and intendments of the Illinois Dissolution of Marriage Act.

5. Accordingly, the marriage is irreconcilable between the parties as alleged in the Petition filed herein.

*Engelman & Smith*

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-24-87

Morgan M. Kinley

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

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6. The parties have attempted to dispose of and settle between themselves all questions of property rights, maintenance, and all other matters growing out of the marital relationship, by entry into a certain oral agreement, which is fair and equitable as between the parties and of right and in justice ought to be enforced, and acknowledgment of which has been made by the parties by affixing their respective signatures to this Judgment.

On Motion of ENGELMAN & SMITH, attorneys for the Defendant, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. The Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage, and the marriage heretofore existing between the parties, DONALD M. SCHULTZ and CONNIE MARIE SCHULTZ, be and the same is hereby dissolved.

B. The parties are owners, in joint tenancy, of the house and lands located at 5600 Groveside, Rolling Meadows, Illinois, which is the marital residence of the parties. Said property is subject to a first mortgage lien to Avondale Savings & Loan Association to secure a Note with a principal balance of approximately \$90,000.00. Within thirty days of the effective date of this Order, CONNIE shall execute and deliver to DONALD a Quit Claim Deed conveying to DONALD all of CONNIE'S right, title and interest in and to said premises, and thereafter, DONALD shall own said property as his sole property. CONNIE shall vacate the marital residence no later than September 30, 1986. Until such time as she vacates the marital residence, all mortgage payments, including principal, interest, tax and insurance escrow, all utilities, repair, maintenance and other expenses for the residence shall be paid equally by the parties. At such time as CONNIE vacates the marital residence, DONALD shall be solely responsible for all mortgage payments, including the entire principal balance then outstanding, all interest which accrues thereafter, all escrow charges, maintenance, repair and utility expenses of the premises, and shall hold CONNIE free, harmless and indemnified against the same. In addition, DONALD shall indemnify and hold CONNIE harmless from the payment of the debt owing to DONALD'S mother in the sum of \$20,000.00 incurred to purchase said premises.

C. DONALD is the owner of a certain Condominium Unit commonly known as 1636 North Wells, Unit 1104, in Chicago, Illinois, which the parties acknowledge is non-marital property, and which is owned by DONALD free and clear of any mortgage liens or encumbrances. To compensate CONNIE for the conveyance of her interest in the marital residence as aforesaid, within thirty days of the effective date of this Order, DONALD shall execute and deliver to CONNIE a Quit Claim Deed conveying to CONNIE one-half of his interest in the aforesaid Condominium and the common elements appurtenant thereto, and the parties shall thereafter own said Condominium Unit as tenants in common. It is the intention of the parties that said Condominium Unit shall be sold. Until

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PLEASE CLERK BY CLERKING THE ABOVE TO BE RETURNED.

DATE 3-24-81

311 Morgan M. Lindsey

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

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the time of sale, the parties shall equally share all rents, issues and profits from said Condominium Unit, and shall equally share the costs and expenses of the ownership and maintenance thereof.

D. The parties are the owners, in joint tenancy, of a one-half interest in a certain 40 Foot Beneteau Sail Boat, which said Boat is subject to a certain Note payable to First National Bank of Chicago in the principal sum of \$40,000.00. CONNIE shall convey to DONALD all of her right, title and interest in and to the aforesaid Sail Boat. DONALD shall be responsible for any obligation owing on the Note to First National Bank of Chicago, and shall hold CONNIE free, harmless and indemnified against the same.

E. DONALD shall keep as his sole and exclusive property the 1986 Corvette automobile, currently titled in DONALD'S name, and said ownership shall be free and clear of any interest CONNIE may have therein. DONALD shall indemnify and hold CONNIE free and harmless from paying the debt owing to G.M.A.C. in the sum of \$21,000.00, existing as a lien on the title to said automobile.

F. CONNIE shall keep as her sole and exclusive property, free and clear of any interest DONALD may have therein, the certain 1983 Mercury Cougar automobile which is titled in the joint names of the parties, and DONALD shall, upon request, execute whatever documents are necessary to convey his interest in said automobile to CONNIE. CONNIE shall be solely responsible for and shall pay the debt owing to Joliet State Bank in the sum of approximately \$2,000.00 existing as a lien on said automobile, holding DONALD free, harmless and indemnified against the same.

G. The parties have certain marital obligations owing to Visa in the sum of approximately \$5,000.00 and Sears in the sum of approximately \$1,500.00. DONALD shall pay 60% of the aforesaid obligations and CONNIE shall pay 40% of the aforesaid obligations, and each of the parties shall indemnify and hold the other party free and harmless from the payment of that portion of the aforesaid obligations assumed by the party hereunder.

H. Except as otherwise provided herein, all personal property, bank accounts, and all other goods and chattels have already been divided to the mutual satisfaction of the parties, and the parties shall each keep in their possession that property presently in their possession, inclusive of pension and profit sharing benefits and rights, free and clear of any interest the other may have therein.

I. Except as set forth herein, each party shall be solely responsible for and shall pay their own debts, charges and obligations incurred by them in their own name for necessities or otherwise since the separation of the parties in January, 1986, holding the other party free, harmless and indemnified against the same.

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-24-87

Morgan N. Lindsey

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

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J. The parties shall equally and jointly pay the attorneys fees owing to ENGELMAN & SMITH, incurred by DONALD in the maintenance of this action.

K. Except as otherwise provided herein, each of the parties have waived and they shall each be forever barred from maintenance or support from the other party hereto, past, present or future, for themselves, their heirs, executors or assigns.

ENTER:

JUDGE

Approved:

  
\_\_\_\_\_  
DONALD M. SCHULTZ, Plaintiff

  
\_\_\_\_\_  
CONNIE MARIE SCHULTZ, Defendant

ENGELMAN & SMITH (20981)  
One Concourse Plaza, Suite 907  
Skokie, IL 60076  
312/676-2610

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-24-88

Margaret M. Finley

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.



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7-46-11  
P.D.

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First American Title Insurance  
 1000 North Dearborn Street  
 Chicago, Illinois 60610  
 300  
 780

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 3-24-68

*Margaret M. Gendley*

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

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