

# UNOFFICIAL COPY (prm #20

Certificate No. 1120205 Document No. 256/146
Certificate No. 120205 Document No. 2501110
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the Cartificate 1120205 indicated affecting the
following (escribed premises, to-wit:
and the second of the second o
LOT ONE(1)
IN BLOCK ONE (1), IN NORTH SHELDON HEIGHTS, FIRST ADDITION, BEING A SUBDIVISION OF LOT ONE (1) (EXCEPT THE EAST 138 FEET AND EXCEPT THE
NORTH HALF (1) OF THE WEST 293 FEET THERBOF) AND OF LOT FOUR (4) (EXCEPT
THE WEST 914.9 FEET OF THE SOUTH 141 FEET THEREOF) ALL IN THE SUBDIVISION OF LOTS 59 AND 62 IN SCHOOL TRUSTS SUBDIVISION IN SECTION 16, TOWNSHIP
37 NORTH, RANGE 14, EAST OF THE THURD TRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN # 25-16-325-012 VOLUME 459
· · · · · · · · · · · · · · · · · · ·
Section 16 Township 37 North, Range 14 East of the
Third Principal Meridian, Cook County, Illinois.
Mantitizing
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**PLACITA JUDGMENT** 

#### **UNITED STATES OF AMERICA**

STATE OF ILLINOIS.
COUNTY OF COOK

SS.

	MARION E. BURKS, County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and Sta	ite, on FEBRUARY 8th,
in the year of our Lord, one thousand nine hundre	ed and80, and of the Independence
of the United States of America, the two hundred	th and FOURTH
	PRESENT: - The Honorable , MARION E. BURKS
Ox	RICHARD M. DALEY, State's Attorney
Arest: MORGAN M. FINLEY, Clerk.	RICHARD J. ELROD, Sheriff
	RICHARD M. DALEY, State's Attorney RICHARD J. ELROD, Sheriff

#### UNOFFIGIAL CORY

STATE OF ILLINOIS COUNTY OF C O O K

IN THE CIRCUIT COURT OF COOK COUNTY DEPARTMENT-DIVORCE DI

FEB 8 1960

IN RE. THE MARPIAGE OF SADIS A. BAILEY,

Petitioner.

NO: 79D 2182

and

DAVID A. BAILEY,

Responserit.

#### JUDGMENT FOR DI SOLUTION OF MARRIAGE

THIS DAY came again the Petitioner, SADIE M. BAILEY, by her attorney, MARTIN FERTEL, and the Respondent, DAVID A. BAILEY, by his attorney, JUDY MITCHELL DAVIE, and this cause came on for hearing, as a uncontested matter upon the Petition for Dissolution of Marriage of the Petitioner, and upon the Response thereto of the Respondent; the Patitioner appearing in open Court, and the Court having heard the testimony in open Court of the Petitioner in support of the allegations contained in her Petition for Dissolution of Harriage; and the Court having considered ill the evidence and now being fully advised in the premises, FIFA 45 FOLLOWS:

- A. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.
- B. That the Petitioner was domiciled in the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings.
- C. That the parties were married on the 16th day of September, 1961, and said marriage was registered at Chicago, Co County, Illinois.

- D. That the parties have resided together from the time of the marriage until on or about January 23, 1973; that the parties have not co-habited since that time.
- E. That one (I) child was born to the parties as a result of the marriage, namely: DESIREE BAILEY born June 15, 1962. Further, that no children were adopted by the parties, and that the Petitioner is not now pregnant.

It is in the best interest of said minor child that its rustody be awarded to the Petitioner. and Respondent.

- That without cause or provocation by the Petitioner, the Respondent has been guilty of desertion towards the Petitioner.
- G. That the Petitioner has proved the material allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be intered herein.
- Agraement dated July 18, 1977, concerning the questions of the custody, visitation and support of the minor child of the parties, the maintenance of the Petitioner, the cospective rights of each party in and to the property, income to estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for it consideration. Further, that the parties subsequent to the hearing in Court made a further agreement as evidenced by an affidavit which is being presented with this agreement to the Court at this time. That the said agreement was entered into freely and voluntarily because the parties hereto; it is not unconscionable and ought to receive the approval of this Court; That the written agreement was educated into evidence.

ON MOTION OF MARTIN FERTEL, ATTORMET FOR THE PETITIONER, IS IS HEREBY ORDERED AND ADJUSTED AS FOLLOWS:

- l. That the parties are swarded a Judgment of Dissolution of Marriage, and the honds of matrimony existing between the Petrioner, SADIE M. BAILEY, and the Respondent, DAVID A. BAILEY, are hereby dissolved.
- and the Respondent, dated July 18, 1979, and the affidavit dated November 28, 1979, are attached herato, incorporated by reference herein, and are tade a part of this Judgment of Dissolution of Marriage; and all of the provisions of said agreement and affidavit are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform under the terms of said agreement and affidavit.
- 3. That both Petitioner and Respondent shall have the joint custody of the minor child of the parties.
- 4. That each of the parties hearto will, promptly upon demand by the other party, essents and elliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.
- 5. That any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mised, of whatsoever kind and nature and where-soever situated, including, but not limited by homostack, successfund inheritance, arising out of the marital relationship or my other relationship existing between the parties hereto, emorpt an expressly set forth in the aforesaid agreement and affidurable, in forever barred and terminated.

6. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Separation Agreement made in writing between the parties have dated July 18, 1979, and the affidavit of November 28, 1979 as hereinabove set forth.

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APPROVED:

Sadje M. Bailey

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#### SEPARATION AGREEMENT

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THIS SEPARATION AGREEMENT made this day of July, 1979, by aid between SADIE M. BAILEY, hereinefter referred to as the Wife, and DAVID A. BAILEY, hereinefter referred to as the Musband

WITNESSETH:

WHEREAS, there in now pending a suit for Dissolution of Harriage in the Circuit Court of Cook County, Illinois, County Department-Divorce Division, known as CASE NO: 79-D-2182 and entitled IN PD. THE MARRIAGE OF SADIE M. BAILEY, Petitioner, and DAVID A. BAILEY, Respondent, which cause is now pending and undetermined, and

WHEREAS, the Wife and the Husband consider it to their best interests to settle between themselves now and forever their respective rights, property rights, and all other rights of property growing out of the marriage relationship and otherwise existing between them and which either of them now has or may hereafter have or claim to have against the other or in any property of every kind, nature and description, real, personal and mixed, now owned or which ray hereafter be acquired by either of them, and

WHEREAS, the Wife is represented by MARTIN FERTEL, attorney, and the Husband is represented by JUDY NITCHELL DAVIS, attorney, and the parties accordingly have had the benefit of advice of their respective cousel, and

WHEREAS, each purty has made full disclosure to the other of all properties and assets owned by each of them and of the income derived therefrom and from all other sources, and they are fully advised as to their rights in rolation thereto.

NOW THEREFORE, in consideration of the rotusi promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree that in the event the Circuit Court of Cook County, Illinois, in said case sees fit to award either party a Divorce from the other upon evidence presented, then it is agreed that this Separation Agreement shall be incorporated into and made a part of said Judgment for Dissolution of Marriage and shall thereafter be binding and conclusive on the parties.

IT IS FURTHER AGREED by and between the parties as follows:

- l. That the Wife shall waive and be forever barred for any claim for maintenance which she may have, past, present, and future.
- 2. That the Husband shall waive and be forever barred for any claim for maintenance which he may have, past, present, and future.
- 3. That both the Husband and Wife shall have the joint custody of the minor child of the persists further, that the question of child support is reserved.

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4. That in full settlement of property rights, that immediately upon payment of the wife by Quit Claim Deed (\$4,000.00), all of his interest of whatsoever nature, including dower and homestead, in the real estate commonly known as 11043 described as follows:

Lot One (1) in Block One (1) in North Sheldon Heights, First (1st) addition being a Subdivision of Lot One (1) (except the East One Hundred Thirty Eight (138) Feet and the North Half (1) of the West Two Hundred Minety Three (293) Feet Chersof) and Lot Four (6) (except the West Mine Pundred Fourteen and Nine Tenths (914.9) Feet the South One Rundred Forty One (141) Feet thereof) all in the Subdivision of Lots Fifty Nine (59) and Sixty Two (62) in Schooltrustees Subdivision in Section Sixteen (16), Township Thirty Seven (37) North, Range Fourteen (14) East of the Third Principal Meridien, in Cook County, Illinois.

Which realty was the former marital home of the parties.

- relating to the realty located at 11043 South Wallace Avenue. Chicago, Cook Gounty, Illineis, including but not limited to the mortgage obligations thereon, and shall save, hold harmless fees concerning said realty.
- owner, free of any right of the Husband, in the household furniture, furnishings, linens, dishes all verwere and any and marital home located at 11043 South Wallace Avenue, Chicago, Cook County, Illinois.
- upon demand by the other at any time hereafter execute any smill all instruments and documents as may be reasoned necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in this AGREEMENT shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.
- 8. That except for matters of child support, custody, and visitation, that the terms of this Agreement shall not be subject to future change irrespective of a material change in the financial conditions and intentions of the parties change in each of the parties be hereafter berred and concluded from seeking modification in the terms of this Agreement by any Court of competent jurisdiction.
- hereto does hereby forever weive, release, and Quit Claim to the parties other party all rights of dower, homestead, each all other property rights and claims which he or she new has or may herester have, as husband, wife, widower, widow or otherwise, by reason of the merical relations now existing between the parties brited under any present or future law of any state or of the parties United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereafter acquired by such other party. Each of the sarties herete further covaments and errors dinistrators or sesions that he or she heirs, covaments and errors winistrators or sesions that he or she heirs, covaments and errors administrators or assigns for the public of her law, encourage, administrators or assigns for the public of hereits and interactors or assigns for the public of hereits.

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or either of the rights specified in and relinquished under this paragraph.

10. That the aforegoing SEPARATION AGRESHENT constitutes the total agreement of the parties.

li. That this SEPARATION AGREEMENT shall be submitted to the Court for approval, and if approved, shall be made part of the Judgment for Dissolution of Marriage, and shall be of effect and binding only if a Judgment or Decree for Divorce is entered in the said pending case.

The undersigned have affixed their signatures to each and every page of this SEPARATION AGREEMENT, on the date above on PAGE ONE.

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STATE OF ILLINOIS )
COUNTY OF COOK ) SS

IN THE COOKET COMMET OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT - FIRST DISTRICT

IN RE: THE MARRIAGE OF SADIE M. BAILEY,

Petitioner,

and

DAVID A. BAILEY, Respondent. NO. 79 D 2182

#### APPIDAVIT

DAVID A. BAILFY, being duly sworn, deposes and says:

- 1. That he is the respondent in the above-entitied action,
- 2. That he relinquishes and disclaims any ownership in One Plano; One SONY Portable Television; and One SEARS Portable Stored System as described in the Addendum of the Stipulation and Iddendum to Separation Agreement heretofore agreed to by the parties, a copy of said Agreement is hereto attached and made a part tereof.
- 3. Further, the affiant states that he agrees to and desire that the above described items of personal property should be availed to and made the sole and exclusive property of the petitionar herein.

HAVED A. BALLEY, APPLANT

Subscribed and sworn to before me this

28th day of No

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My Commission expires August 10, 1982.

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STATE OF ILLIANDIS }
COUNTY OF COOK }

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

IN RE: THE MARRIAGE OF SADIE M. BAILEY, Petitioner,

NO. 79 D 2182

ant

DAVID A. BAILEY, Reapondent.

APPIDAVIT

DAVID A. BAILEY, being duly sworm, deposes and says:

- 1. That he is the respondent in the above-entitled outlon.
- 2. That he relinquishes and disclaims any ownership in the Plano; One SONY Fortable Television; and One SEARS Portable Stures System as described in the Addendum of the Stipulation and Addendum to Separation Agreement heretofore agreed to by the parties, a copy of said Agreement is hereto attached and made a part hereto.
- Further, the affiant states that he agrees to grid desires that
  the above described items of personal property should be awarded
  to and made the sole and exclusive property of the petitioner here in.

MVID A. BALLEY, APPLIES

Subscribed and sworn to before me this

28th day of November, 1979

My Commission expires August 10, 1980.

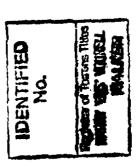
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Opposite	
STATE OF ILLINOIS, COUNTY OF COOK ss.	004 C
	of the Circuit Court of Cook County, in and for the State of Illinois, all thereof, do hereby certify the above and foregoing to be true, perfect
and complete COPY OF A CERTAIN .	JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:
in a certain cause lately pending in said Cou	irt, between
SADIE M. BAILEY,	plaintiff/petitioner
and DAVID A. BAILEY,	defendant/respondent.
	IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
10-84) CCDCH-6	the seal of said Court, in said County, this 17th,  DECEMBER, 19 87

3702360

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O North LaSalla Street Suite 400 ilcago, Illinois 60602 750-6780 First American Title Insurance Company