

3725761

RELEASE OF MORTGAGE

Loan No. 1-13462-11
dm

THE ABOVE SPACE FOR RECORDERS USE ONLY

KNOW ALL MEN BY THESE PRESENTS That

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, formerly Cragin Savings and Loan Association a corporation existing under the laws of the United States of America, for and in consideration of one dollar, and other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto Anthony P. Tomasello and Concetta Tomasello, his wife

all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage registered in the Registrar's office of Cook County, Illinois as Document No. 2412912 to the premises therein described to-wit:

Lot eleven (11) in block nine (9) in Waycinden Park, being a subdivision in the North half of Section twenty four (24), Township forty one (41) North, Range eleven (11), East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 10, 1957, as Document Number 1765126 and re-registered December 10, 1957, as Document Number 1772965, commonly known as 281 Dempster Street, DesPlaines, Illinois 60016.

P.I.N. 08 24 202 011 0000



IN TESTIMONY WHEREOF, THE SAID CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Assistant Vice-President, and attested to by its Assistant Secretary, this 10th day of May 19 88

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

Attest: Assistant Secretary By: Assistant Vice-President

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of the Cragin Federal Savings and Loan Association of Chicago and THAT THEY appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, the day and year first above written.

Notary Public signature and name

My Commission Expires Mar. 11, 1989

THIS INSTRUMENT WAS PREPARED BY
Richard J. Jahns
5200 W. Fullerton, Chicago, IL 60639

Recorder's Box No. 403

Mail to:

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED

88 4293
LEGAL FOLLOWS MORTGAGE
CANCELLED NOTE EXHIBITED

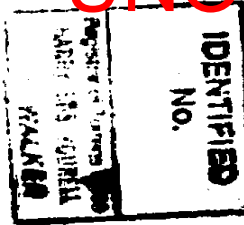
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HARRIS, JOHN
REGISTERED TITLE

COMMUNITY TITLE GUARANTY COMPANY
450 East Lake Street
A. Ken, Winnetka 60101

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STATE OF ILLINOIS)
COUNTY OF COOK)

14

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION, 1st

In re: the marriage of
MAUREEN JAMES,
Petitioner

and

JESSE JAMES,
Respondent

No. 85 D 9600

CLERK OF THE CIRCUIT COU.
JUDGE
DEPUTY CLERK
SEP 12 1985
LOUIS J. HYDE

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On the date of September 12, 1985, Petitioner by her attorney proceeded to trial and it appearing to the Court that the Respondent had due notice thereof by personal service according to the statutes in effect, the parties have stipulated that this matter proceed as matters heard by default and the Petition herein filed be taken as confessed by said Respondent;

And the Court having heard testimony in open Court in support of the Petition, and the Court having considered all the evidence and being now fully advised in the premises:

FINDS THAT:

1. It has jurisdiction of the parties and subject matter.
2. That Petitioner resided in the State of Illinois at the time of filing the Petition for Dissolution of Marriage and has maintained a residence in the State of Illinois continuously for more than ninety (90) days next preceding the making of the findings.
3. The parties were lawfully married on December 19, 1964, in Chicago, Illinois, and said marriage is registered in Chicago, Cook County, Illinois.
4. That as a result of the marriage of the parties the parties have three living children, namely, MICHAEL, who was born on April 19, 1966; COLLEEN, who was born on March 26, 1968; and KELLY, who was born on February 5, 1970. It is in the best interests of the two minor children, COLLEEN and KELLY, that their custody be awarded to Petitioner. No other children were

NO FEES
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born or adopted to the marriage of the parties and Petitioner-wife is not now pregnant.

5. Petitioner by competent evidence established that without cause or provocation by Petitioner, the Respondent, JESSE JAMES, has been guilty of extreme and repeated mental cruelty as charged by the Petition.

6. That the Court has considered the issues of maintenance, custody, support and property division and made provision therefore in accordance with the Marital Settlement Agreement dated September 6, 1985, and executed by the parties hereto.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That the bonds of matrimony heretofore existing between Petitioner MAUREEN JAMES, and Respondent, JESSE JAMES, be dissolved, and the marriage is accordingly dissolved as to both parties.

B. The Marital Settlement Agreement dated September 6, 1985, executed by the parties hereto and herein set forth in full, is made a part of this Judgment; and all the provisions of said Agreement are expressly ratified, confirmed and approved 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.

C. The Court retains jurisdiction of this cause and the parties hereto for the purpose of enforcing this Judgment.

ENTER:



Judge

Prepared by:

Douglas W. Scofield 50114
Atty. for Petitioner
6650 Northwest Hwy.
Chicago, IL 60631
792-0192

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 6th day of September, 1985, at Chicago, Illinois, by and between MAUREEN JAMES (hereinafter referred to as "Maureen" or the "Wife" or the "Mother") residing in Chicago, Illinois, and JESSE JAMES (hereinafter referred to as "Jesse" or the "Husband" or the "Father"), residing in Chicago, Illinois.

WHEREAS, the Wife has filed against the Husband, an action for dissolution of marriage in the Circuit Court of Cook County, Illinois, under Docket Number 85 D 9600, entitled MAUREEN JAMES, Petitioner, and JESSE JAMES, Respondent, and that case remains pending and undetermined, and

WHEREAS, the parties hereto consider it to be in their best interest to settle between themselves now and forever the matter of allowance for the Wife and Husband, the matters of custody, support, maintenance, medical and related needs and the education of the children of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital relationship 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 claim to have against the other or in and to the property of the other, whether real, personal or mixed, now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other, and

WHEREAS, the parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other, and that each is conversant with all the wealth, property, estate and income of the other,

NOW THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and sufficient 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. MAUREEN reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter

Jesse & James
Maureen James

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bring and defend any action which may be commenced by JESSE. JESSE reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which has been or may be commenced by MAUREEN.

ARTICLE II
Custody of Children

1. MOTHER and FATHER agree that Mother is a fit and proper person to have custody of the minor children, COLLEEN JAMES and KELLY JAMES, and feel it is in the best interests of said minor children that their permanent care, custody, control and education be with Mother.

2. Both MOTHER and FATHER shall use their best efforts to foster the respect, love and affection of the minor children toward each parent and shall cooperate fully in implementing a relationship with the children that will give the children a maximum feeling of security.

3. Both MOTHER and FATHER shall keep each other informed as to the exact place where each of them resides, the telephone numbers of their residences, their places of employment, the telephone numbers of their places of employment, and if either of them travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she can be reached.

4. The parties hereto acknowledge that good faith and good will are essential constituents of this agreement, and these concepts must include availability of some latitude toward and understanding of each other, when for some reason, the other may not be able to comply with some specific activity at a pre-arranged time. Such good will implies a mutual acceptance of such issues as the children's doctor (in case of illness of a child when she is with one parent rather than the other), and her extra-curricular activities.

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Jess & James
Maureen James

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ARTICLE III

Visitation with the Children

1. JESSE shall have the right to visitation with the minor children one weekend per month upon giving MAUREEN at least 48 hours notice and to the extent that such visitation does not conflict with the children's school or social commitments.

2. The children may visit with JESSE at such other times as they may desire.

ARTICLE IV

Support of Children and Related Matters

1. JESSE shall pay to MAUREEN as and for child support the sum of \$150.00 per week until the youngest child, KELLY JAMES, completes her high school education. Said payments shall be made through the Clerk of the Circuit Court of Cook County, Illinois.

2. Both FATHER and MOTHER shall maintain present hospitalization coverage for the minor children. However, if at any time any group hospitalization coverage ceases, Father shall be responsible for maintaining all major medical/hospitalization coverage for the benefit of the minor children. Any major medical expenses not covered by a policy of insurance shall be divided equally between the parties hereto.

3. FATHER shall keep the following insurance policies in full force and effect at his sole expense:

(a) \$1,000.00 accidental death policy with Life & Casualty Insurance Company of Tennessee with the children as irrevocable beneficiaries.

(b) \$1,000.00 20 year annuities on each minor child with Mother and Father as beneficiaries.

(c) \$1,000.00 policy with Provident Life and Accident Insurance, with Mother as the beneficiary.

(d) MOTHER and FATHER shall each pay one-half the premiums to maintain Policy number 70 M 25526 with Monumental Life Insurance Company; \$10,000.00 life insurance on Jesse; \$2,000.00 life insurance on Maureen and each child; \$10,000.00 accidental death on Jesse with Maureen and children as irrevocable beneficiaries.

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Jesse F James
Maureen James

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4. MOTHER and FATHER shall be equally responsible for the payment of each child's post high school college or trade school education limited to a period of four years per child.

5. MOTHER shall have the right to claim the minor children as exemptions for all tax purposes.

ARTICLE V
Property Settlement

1. Real property; Marital residence located at 5126 North Lieb, Chicago, Illinois, and described as follows:

All of Lot 31 and the Southwesterly 5 feet of Lot 32 in Block 1 in A.G. Winston's Jefferson Park and Forest Glen Addition to Chicago, a Subdivision of Lot 3 in the Subdivision by Executors of Sarah Anderson, Deceased, of the fractional Southeast $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ North of Indian Boundary Line of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

(a) The marital residence is presently held in joint tenancy by the parties and the parties wish title to remain in joint tenancy pending its sale.

(b) MAUREEN is to have exclusive possession of the marital residence until KELLY JAMES completes her high school education.

(c) MAUREEN shall be solely responsible for the mortgage payments of principal, interest, taxes and insurance on the premises until the premises are sold. MAUREEN shall be entitled to all the rental income from the premises pending its sale, said proceeds to be used in payment of the mortgage indebtedness.

(d) Each party shall pay one-half of any repairs on the property which is not covered by a policy of insurance.

(e) Upon the occurrence of paragraph (b) above, the parties shall have the property listed with a multi-listing broker for sale at a price to be agreed upon by the parties.

Upon the sale of the premises, the parties shall divide the net proceeds (after deductions of liens and customary expenses which shall be attributed to each party in equal shares) with 75% of the net proceeds given to MAUREEN and 25% of net proceeds

Kelly James
Maureen James

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given to JESSE.

2. JESSE shall keep as his sole property, free and clear of any interest of MAUREEN, the following items:

Video recorder; dresser; tools; saw; (2) air conditioners; personal belongings; 1983 Buick Skylark automobile and indebtedness thereon; \$1,000.00 from savings accounts;

3. MAUREEN shall keep as her sole property, free and clear of any interest of JESSE, the following items:

Remainder of household furniture and furnishings not specified in paragraph (2) above; balance of money in savings accounts at Gladstone-Norwood Trust & Savings and Cragin Federal Savings and Loan, except the \$1,000.00 specified in paragraph (2) above;

4. Each party shall keep his or her own pension/profit sharing plan, free and clear of any interest of the other.

5. JESSE shall assume indemnify and hold MAUREEN harmless from any liability to Sears Roebuck & Co. and shall pay one-half of the existing indebtedness to Master Charge as of August 14, 1985. JESSE shall be solely responsible for any indebtedness to Master Charge incurred subsequent to August 14, 1985.

6. MAUREEN shall pay one-half of the existing indebtedness to Master Charge as of August 14, 1985.

ARTICLE VII Miscellaneous Provisions

1. Any income tax refunds received by MAUREEN prior to the minor child, KELLY JAMES S, graduation from high school shall be divided equally between the parties.

2. 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 to vest 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 this agreement and establish of record the sole and separate

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Jesse F. James
Maureen James

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ownership of the several properties of said parties in the manner herein agreed and provided. If either party 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 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 the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Land Title Division, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

3. To the fullest extent by law permitted to do so, and except as otherwise herein provided, each of the parties does hereby release and waive any right, claim, demand or interest in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wheresoever situated, including but not limited by homestead, succession and inheritance, arising out of the marital relationship or any other relationship between the parties hereto.

4. In the event that MAUREEN or JESSE 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 of marriage, either directly or by reference, but in no event shall this agreement be effective or of any validity unless a judgment for dissolution of marriage is entered in the pending case brought by Maureen and referred to hereinbefore. The Court upon entry of the judgment for dissolution of marriage shall retain the right to enforce the provisions and terms of this agreement which agreement shall be binding and inure to the benefit of the

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heirs, executors, administrators, assigns, devisees, and grantees of the parties hereto.

5. In the event that 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 proceeding before such court shall be suspended so that MAUREEN and JESSE shall have the 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 MAUREEN or JESSE.

IN WITNESS WHEREOF, the HUSBAND and WIFE have hereunto set their respective hand the day and year first written above.

Maureen James
Maureen James

Jesse F James
Jesse James

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, a notary public in and for the county and state aforesaid, personally appeared MAUREEN JAMES and JESSE JAMES personally known to me to be the same persons who executed the foregoing instrument and they acknowledged that they executed and delivered said instrument for the uses and purposes therein set forth as their free and voluntary act.

Given under my hand and notary seal this 6th day of September, 1985.

[Signature]
Notary Public

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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:**

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between

MAUREEN JAMES, plaintiff/petitioner

and JESSE JAMES, defendant/respondent.

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

the seal of said Court, in said County, this 4th,

day of AUGUST, 1988

Morgan M. Finley
..... Clerk

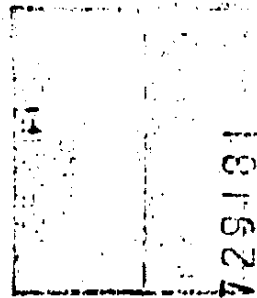
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HARRY J. GORDON
REGISTERED TITLE

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MICROFILM TITLE COMPANY
Chicago, Illinois 60602
316 9

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