

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

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

IN RE THE MARRIAGE OF
SHARLENE J. DOYLE, Petitioner,
and,
CHARLES E. DOYLE, Respondent.

No. 80 D 11130

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came again the said Petitioner, SHARLENE J. DOYLE, by LEE R. HAMBURG, her attorney, and it appearing to the Court that the said Respondent, CHARLES E. DOYLE, has had due notice of the pendency of this suit by personal service, that the Respondent has filed a Pro-Se Appearance, and having failed to file a Response, the default of said Respondent having been taken, and the Petitioner's Petition for Dissolution of Marriage taken as confessed by said Respondent:

And the Court having heard the evidence and witnesses presented, does FIND:

1. That at the commencement of this action, Petitioner was domiciled in the State of Illinois and County of Cook for more than ninety days next preceeding the making of the findings of this Judgment for Dissolution of Marriage.

2. That the Petitioner and Respondent were duly and legally married on June 16, 1972, at Cook County, Illinois.

3. That the Court has jurisdiction of the parties and of the subject matter herein.

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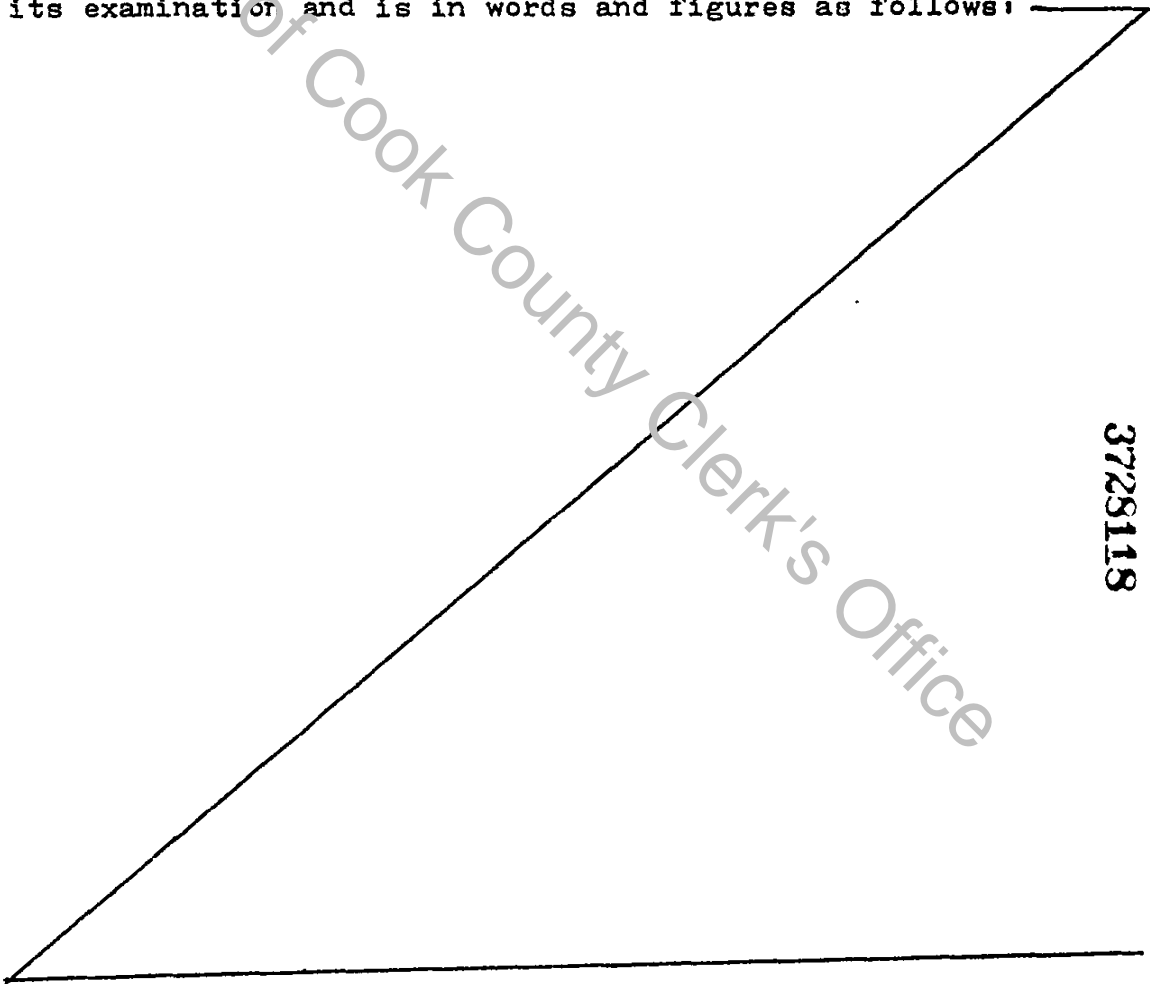
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4. That no children were born to or adopted by the parties of this marriage.

5. That the Respondent has been guilty of extreme and repeated mental cruelty as charged in the Petition heretofore filed herein and that the Petitioner gave him no cause or reason for so acting.

6. The Petitioner and Respondent have entered into a written Property Settlement Agreement dated May 22, 1980, settling, adjusting and determining their respective property rights. Said Agreement has been presented to this Court for its examination and is in words and figures as follows:



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AGREEMENT

THIS AGREEMENT is made and entered into this 22 day of May, 1980, by and between SHARLENE J. DOYLE, hereinafter referred to as "Wife", and CHARLES E. DOYLE, hereinafter referred to as "Husband", both parties of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS, the said parties hereto are now Husband and Wife, having been married on the 16th day of June, 1972, in Cook County, Illinois; and

WHEREAS, there were no children born to or adopted by the parties hereto; and

WHEREAS, the Wife is about to file her Petition for Dissolution of Marriage in the Circuit Court of Cook County seeking a Dissolution of Marriage from the Husband on the grounds of mental cruelty; and

WHEREAS, it is the desire of the parties hereto to settle and adjust their respective rights and obligations with respect to maintenance and property rights, and all other rights relating to their respective estates, and said parties desire such settlement to be incorporated in any Judgment for Dissolution of Marriage which may be entered in the event the Court decrees that said marriage should be dissolved.

NOW THEREFORE, for and in consideration of the foregoing, and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable considerations by each of the parties to the other in hand paid, the receipt and

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sufficiency of which are hereby acknowledged by the parties hereto, and in consideration of the mutual covenants herein contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

FIRST: The parties hereto have mutually agreed upon and will settle and divide between themselves, the furniture, furnishings, household goods and appliances, linens, silverware, dishes, etc., of the parties acquired during the marriage.

SECOND: The Wife shall retain for her own use and property a 1972 Dodge Dart and a 1968 Jaguar automobiles, and Husband shall assign to her any titles to said automobiles presently held in joint tenancy.

THIRD: The Husband shall retain for his own use and property a 1973 Cadillac and a 1971 Cadillac automobiles and Wife shall assign to him any titles to said automobiles presently held in joint tenancy.

FOURTH: Husband shall assign to Wife the Stock Certificate for 100 Shares Common Stock of Little Squaw Gold Mining Company simultaneously with the entry of a Judgment for Dissolution heretin.

FIFTH: Each of the parties shall retain for their own use and property any Bank Accounts presently held in their own names.

SIXTH: Real Estate

A. Title to the property known as 3733 N. Greenview, Chicago, Illinois, is held by Northbrook Trust & Savings Bank, as Trustee, under Trust Agreement dated November 1, 1978, and known as Trust Number LT-1944. The beneficial interest in said

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Land Trust is held by Husband and Wife in joint tenancy. The said property has been placed on the market for sale at a sale price agreed upon by the parties and the net proceeds derived therefrom shall be divided equally between the parties, less the requisite commissions, fees and set-offs. Upon the sale of said property, both parties agree to execute all necessary documents, including the Contract of Sale and all other documents required to convey said property to any purchaser thereof.

Petitioner may continue to reside in one of the apartments of said building until said property shall be sold and shall not be required to pay any rent for use and occupancy thereof.

Husband shall further pay to Wife out of his one-half share of the net proceeds of the sale of said property, a sum equivalent to one-half of the equity owned by the parties, in joint tenancy, of the residence property commonly known as 29 Montebello Drive, Vernon Hills, Illinois, and the Condominium Unit 304 at 3600 N. Lake Shore Drive, Chicago, Illinois, as hereinafter set forth.

B. 29 Montebello Drive, Vernon Hills, Illinois

Title to this property is held in a Land Trust with Northbrook Trust & Savings Bank, as Trustee, under Trust Agreement dated November 6, 1978 and known as Trust Number LT-1937. All of the beneficial interest in said Trust is held by Husband and Wife in joint tenancy.

Husband may continue to reside in said premises until the Greenvew property, as described in Paragraph "Sixth A" above, shall be sold and shall not be required to pay any rent for use and occupancy thereof.

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C. Condominium Unit 304, 3600 N. Lake Shore Drive, Chicago, Illinois

Title to this condominium is held by Husband and Wife in joint tenancy. The said condominium unit above described is occupied by a tenant under a written lease.

D. The legal descriptions of the three parcels of real estate set forth in "Paragraphs Sixth, A, B, and C" are described in Exhibit I attached hereto.

E. Husband shall continue to collect rents from the apartments in the apartment building described in Paragraph B above and the Condominium in Paragraph C above, and shall pay all bills for monthly mortgage payments, maintenance, repairs and taxes until the Greenview Avenue property (Paragraph A) shall be sold.

F. When the Greenview Avenue property (Paragraph A) shall be sold, the parties hereto shall appoint a competent appraiser to be approved by the both of them, and said appraiser shall determine the fair market value of the property at 29 Montebello Drive, Vernon Hills, Illinois, and the Condominium Unit 304, 3600 N. Lake Shore Drive, Chicago, Illinois.

At the time of closing of the sale of the Greenview Avenue property, Husband shall pay to Wife out of his one-half of the net proceeds of sale, a sum equivalent to one-half of the net equity that the parties own in the Vernon Hills residence and the Condominium Unit as determined by the appraiser and after first deducting the balance due on any mortgages on said properties.

(1) Upon the sale of the Greenview Avenue property, the parties' accountant shall compute any possible capital gains

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tax due from the parties resulting from said sale and shall
hold in escrow said amount pending preparation of the income
tax return and payment of said taxes.

(2) Upon closing of the sale of the Greenview
Avenue property and the payment to Wife of one-half of the net
proceeds thereof and one-half the equity in the Vernon Hills
residence and Condominium Unit, Wife will assign to Husband
all of her right, title and beneficial interest in and to Land
Trust #LT-1937 at Northbrook Trust & Savings Bank and shall
further Quit Claim to Husband all of her right, title and
interest in and to the Condominium Unit 304 at 3600 N. Lake,
Shore Drive, Chicago, Illinois. Husband agrees to assume
and make payment of the balance due on any mortgages on said
properties and shall indemnify and hold harmless Wife from
any further liabilities thereon.

SEVENTH: Each of the parties, or their
representatives, upon demand of the other, at any time here-
after, shall execute and deliver to the other party, any and
all instruments and documents as may be designated herein or
as may be reasonably necessary to make effective the provisions
of this Agreement, and to release his or her respective in-
terests in any property (real or personal) belonging to or
awarded to the other, the intention being that the property
settlement provided for in this Agreement shall constitute a
complete adjustment of the property rights of the parties
hereto.

EIGHTH: Except as herein provided, each
of the parties does forever waive, release, and quit claim to
the other party all rights of past, present or future mainte-
nance, support, dower, homestead and all other property rights
and claims which he or she now has or may hereafter have, as

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husband, wife, widower, widow or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any State of the 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.

NINTH: In the event that the Circuit Court of Cook County in this cause which has been filed before it sees fit to award either of the parties hereto a Dissolution of said marriage upon the evidence presented, then it is agreed that this Agreement shall be submitted to the Court for its approval and if approved shall be made part of the Judgment for Dissolution of Marriage. In the event the said Court refuses to grant either party a dissolution of said marriage, then this Agreement shall be void and of no force or effect whatsoever.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Sharon J. Doyle (SEAL)

Charles E. Doyle (SEAL)

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EXHIBIT I

The legal descriptions of the three parcels of Real Estate owned by the parties is described legally as follows:

(a) 3733 N. Greenview, Chicago, Illinois

Lot 38 in Block 1 in Rood's Subdivision of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(b) 29 Montebello Drive, Vernon Hills, Illinois

Lot 64 in Deerpath, Unit 10, being a subdivision of part of the Northeast 1/4 of Section 8 and the Southeast 1/4 of Section 5, in Township 43 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded on March 30, 1977, as Document 1827531, in Lake County, Illinois.

(c) 3000 N. Lake Shore Drive, Unit 304, Chicago, Illinois

Unit No. 304 (called "Unit") as delineated on Survey of Lot 4 (excepting therefrom the Northerly 20 feet thereof and excepting therefrom the Westerly 125 feet and 3/4 inches thereof), Lot 5 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof), Lot 6 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof) and Lot 7 (excepting therefrom the Westerly 125 feet and 3/4 inches thereof) all in Block 7 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37, all inclusive, in Pine Grove, being part of Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; and also: That strip of land lying West of the Westerly line of Sheridan Road according to the Plat thereof recorded March 5, 1896 as Document No. 2355030 in Book 69 of Plats, Page 41, and East of the Easterly line of said Lots 5, 6 and 7 and Easterly of said Lot 4 (excepting the Northerly 20 feet thereof) in Block 7 in Hundley's Subdivision aforesaid and between the Northerly line extended of said Lot 4 (excepting the Northerly 20 feet thereof) and the Southerly line of said Lot 7, both lines continued straight to intersect the Westerly line of said Sheridan Road in Fractional Section 21, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (called "Property"), which Survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by the American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreements dated February 11, 1974 and August 5, 1977 and known as Trust Nos. 32680, and 40979, respectively, filed in the Office of the Registrar of Titles of Cook County, Illinois as Document No. LR2983544, together with an undivided .093% interest in the property described in said Declaration of Condominium Ownership aforesaid (excepting the units as defined and set forth in the Declaration and Survey), together with the tenements and appurtenances thereunto belonging.

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EXHIBIT I

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AND THE COURT having examined the Agreement and being 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 case 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 Petitioner and Respondent each hereby waives any and all rights to maintenance, past, present and future, and are barred from any rights to maintenance from this day forward.

C. That the Agreement between the parties, dated May 22, 1980, attached hereto, and all of the remaining provisions thereof be and the same are expressly ratified, approved and confirmed and adopted as the Orders of this 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.

D. This Court reserves jurisdiction of the subject matter of this case and the parties hereto, for

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the purpose of enforcing the terms of this Judgment and the terms and provisions of the Agreement dated May 22, 1980, incorporated herein.

ENTER:



J U D G E

APPROVED:

Charles Doyle
Sharlene Doyle

LEE R. HAMBURG
Attorney for Petitioner
1344 Shermer Road
Northbrook, IL 60062
272-6100

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PLACITA - APPEALS-- JUDGMENT

CCG-76B-12-13-81 10M (624)

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

JUDGE B. B. WOLFE

PLEAS, before the Honorable
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 June 11th
in the year of our Lord, one thousand nine hundred and 80 and of the Independence
of the United States of America, the two hundredth and fourth

JUDGE B. B. WOLFE

PRESENT: - The Honorable
Judge of the Circuit Court of Cook County.

BERNARD CAREY
RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Handwritten signatures and initials:
Morgan M. Finley
Bernard Carey
Richard M. Daley
Richard J. Elrod

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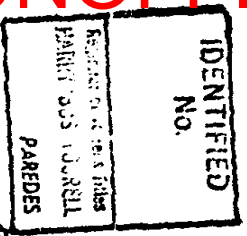
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May 19 83 day of Clerk

the seal of said Court, in said County, this 9th

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

and Charles E. Doyle, defendant/respondent.

Sharlene J. Doyle plaintiff/petitioner

in a certain cause lately pending in said Court, between

of record in said Court:

and complete copy of a certain judgment made and entered

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

STATE OF ILLINOIS, COUNTY OF COOK ss.

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