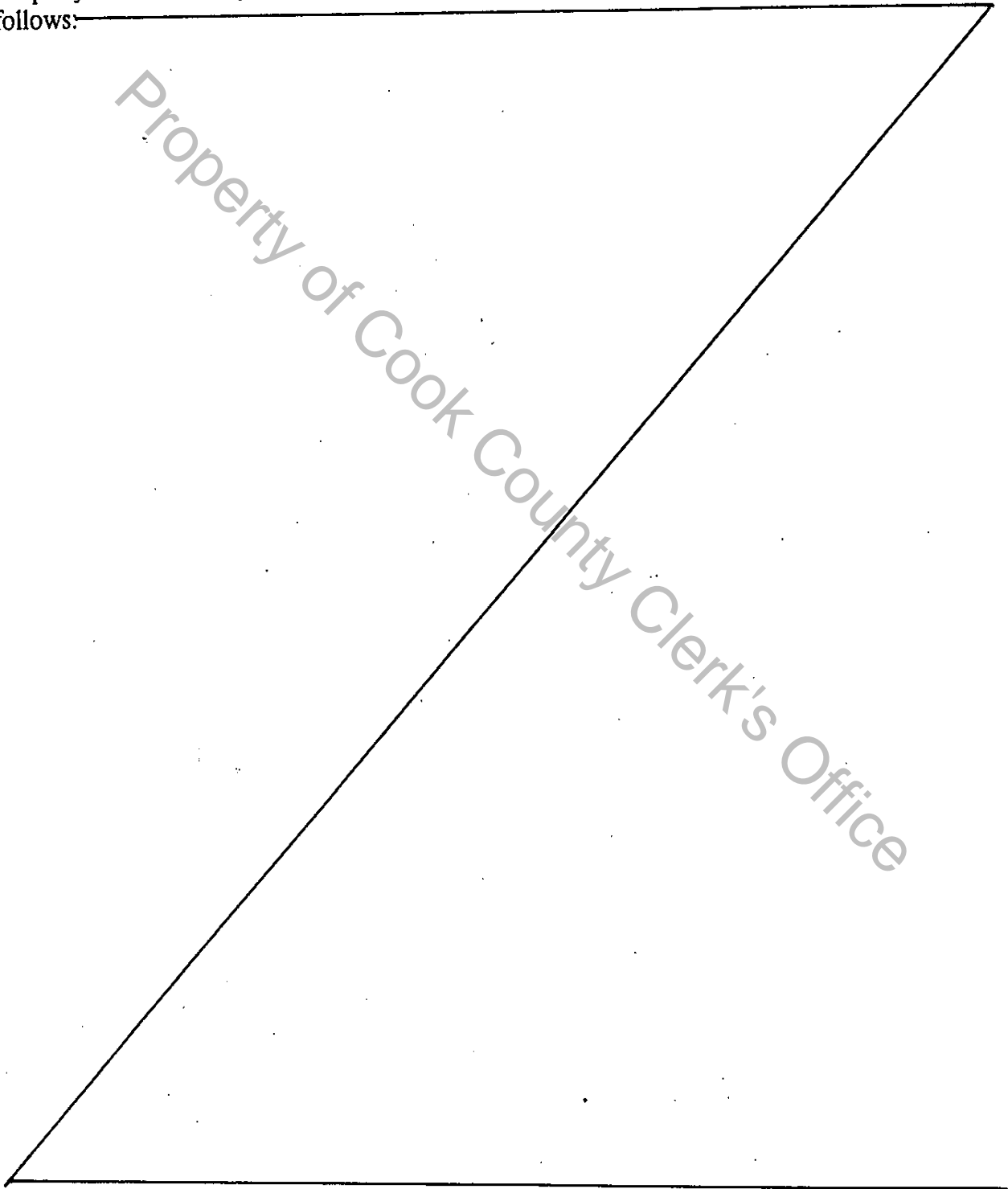


6. That prior to and during the course of the marriage the parties have acquired certain non-marital assets and marital assets, and they have incurred joint debts more specifically set forth in the Property Settlement Agreement.

7. The Court has examined the proposed Property Settlement Agreement and Joint Parenting Agreement which the parties have submitted. It finds that said agreements were entered into freely and voluntarily by the parties; that the same are fair, reasonable, not unconscionable, and equitable, under the facts and circumstances of this case, and that said Property Settlement Agreement and Joint Parenting Agreement are approved and read as follows:



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PROPERTY SETTLEMENT AGREEMENT

This agreement, made and entered into this ____ day of March, 2000, by and between Rolando Rodriguez, (hereinafter referred to as "Rolando" of the County of Cook and the State of Illinois; and Awilda Rodriguez, (hereinafter referred to as "Awilda" of the County of Cook and the State of Illinois. Said agreement is in full compliance with 750 ILCS 5/503 (a) (4), the Disposition of Property section of the Illinois Marriage and Dissolution of Marriage Act.

WITNESSETH

The parties were lawfully married on March 1, 1994 and said marriage was registered in Cook County, Chicago, Illinois.

There was one child born to the parties as a result of their relationship and subsequent marriage, namely: Rolando Rodriguez, Jr., age 6, born on August 30, 1993.

Without any collusion as to said proceedings and without any intent to obtain or stimulate a dissolution of marriage, the parties herein consider it to their best interests to settle between themselves the questions of maintenance and support of the minor children, the disposition of property and any and all other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle the rights 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, of every kind, nature and description, 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, or may hereafter have or claim to have against the other.

Rolando has employed and had the benefit of the counsel of Mr. Yamil E. Colón, Esq. as his attorney. Awilda has employed and had the benefit of the counsel of Mr. Douglas W. Scofield, Esq. The parties acknowledge that each has been fully informed of 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 contained, and for other good and valuable consideration, the receipt whereof 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. Rolando reserves the right to prosecute any action for Dissolution of Marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Awilda. Awilda reserves the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Rolando.

ARTICLE II

SPOUSAL MAINTENANCE

1. Rolando acknowledges that he is able-bodied, skilled and capable of employment and supporting himself. Therefore, he agrees to waive any and all claim that he may have against Awilda for maintenance, alimony or support for himself for the past, present, future and for all times and acknowledges by the execution of this Agreement that he is forever barred from receiving maintenance, support and/or alimony from Awilda forever and for all times.

2. Awilda acknowledges that she is able-bodied, skilled and capable of employment and supporting herself. Therefore, she agrees to waive any and all claim that she may have against Rolando for maintenance, alimony or support for herself for the past, present, future and for all times and acknowledges by the execution of this Agreement that she is forever barred from receiving maintenance, support and/or alimony from Rolando forever and for all times.

ARTICLE III

PROPERTY/DEBT SETTLEMENT

1. Real Property: a) The parties have acquired real property as follows: a single family home which has served as the family residence and commonly known as 5236 W. Strong, Chicago, Illinois. Awilda claims the property is marital, Rolando claims the property is non-marital. b) In addition, there is a partnership interest titled in Rolando's name in the real property located at 1120 N. Ashland Ave., Chicago, Illinois. Awilda claims the partnership interest is marital property. Rolando claims the partnership interest is non-marital property.

Rolando and Awilda agree that Rolando shall pay for any interest that Awilda may have in the 5236 W. Strong, Chicago, Illinois property and the partnership interest in the property located at 1120 N. Ashland Ave., Chicago, Illinois the sum of \$30,000.00. Payment shall be as follows: Rolando shall pay said sum to Awilda within a period of one year from the date of entry of the Judgment for Dissolution of Marriage or sooner, as the case may be. Awilda shall have exclusive possession of the property located at 5236 W. Strong, Chicago, Illinois until 30 days after full payment by Rolando. Upon receipt of full payment of \$30,000.00, Awilda shall immediately execute a quit claim deed in favor of Rolando. Rolando shall remain liable for the payment of all mortgages, real estate taxes, insurance, and maintenance of the property. He shall hold Awilda harmless and indemnify her upon a default that he may cause thereon.

Rolando is restrained and enjoined from encumbering the property located at 5236 W. Strong, Chicago, Illinois, until Awilda has received full payment of the sum of \$30,000.00, except that Rolando can enter into the preliminary process of encumbering that property which results in the payment to Awilda of the full sum of \$30,000.00.

Payment of the \$30,000.00 to Awilda must be in the form of a cashier's or certified check (or title company check if the funds are procured through a refinance). In the event that Rolando fails to pay Awilda the sum of \$30,000.00 within one year of the entry of the Judgment for Dissolution of Marriage, then the property located at 5236 W. Strong, Chicago, Illinois, shall be listed for sale with a multi-listing broker agreed upon by the parties at a listing price of \$199,000.00. The parties shall be compelled to accept a bonafide offer from a third party in the amount of \$195,000.00 or more that is contingent only upon financing and which will result in the parties being cashed out. In any contract signed for the sale of the property, there will be a clause that gives Awilda continued use and occupancy of the property until 30 days after closing. After payment of closing costs and fees, Awilda shall receive the first \$30,000.00 in sale proceeds free and clear of any interest of Rolando, minus any required deposits for possession escrow and use and occupancy which may result during her 30 day occupancy period.

If there is less than \$30,000.00 in net proceeds to be paid to Awilda, Rolando shall remain liable for the difference and sign a note for such difference, which note shall bear interest at the rate of 9% per annum and be amortized over one year. Rolando shall make monthly payments of principal and interest to Awilda until the principal balance is paid in full. There shall be no prepayment penalty.

Awilda hereby waives any and all rights, interest and claims, if any, in a certain partnership interest relating to the property commonly known as 1120 N. Ashland Ave., Chicago, Illinois. Rolando shall remain liable for any and all related expenses and liabilities attached with said partnership. He shall hold Awilda Harmless and indemnify her upon default that she may cause thereon.

2. Furniture and Household Furnishings: The parties agree to retain sole and exclusive possession of all of that furniture and household furnishings and appliances acquired during the marriage and heretofore divided between themselves at the time of execution of this agreement.

3. Bank Accounts: The parties agree to retain those bank accounts, if any, presently held in their respective names, regardless of their nature or character, free and clear from any claim which each may have against the other and waiving any right, claim or interest to the accounts of the other.

4. Motor Vehicles: The parties acknowledge and agree that the 1996 Oldsmobile, Achiva acquired during the marriage shall be the sole and exclusive property of Awilda. She shall assume all liability for any debt due and owing thereon and shall hold Rolando harmless and indemnify him upon any default by her. Rolando to execute any and all documents necessary to perfect title in Rolando to said vehicle. Awilda shall remove Rolando's name from the title to said vehicle and from any purchase money mortgage debt within thirty days from receipt of full payment of her \$30,000.00. She shall furnish him proof thereof upon reasonable demand.

5. Pension, Annuity, Retirement and/or Profit Sharing Plans: Rolando agrees to waive any and all right, interest or claim that he may have in the retirement plan, pension plan, 401 (k) plan, annuity plan profit sharing plan or any other type of deferred compensation plan, if

any, of Awilda through her past and/or present employers. Awilda agrees to waive any and all right, interest or claim that she may have in the retirement plan, pension plan, 401 (k) plan, annuity plan profit sharing plan or any other type of deferred compensation plan, if any, of Rolando through his past and/or present employers.

6. Credit Cards: Rolando shall be responsible for and assume liability for all sums due and owing at the time of execution of this agreement on all credit cards in his individual name and possession and which he has been using. He shall indemnify and hold Awilda harmless with respect to those obligations. Awilda shall be responsible for and assume liability for all sums due and owing at the time of execution of this agreement on all credit cards in her individual name and possession and which she has been using. She shall indemnify and hold Rolando harmless with respect to those obligations. Liability, if any, on joint credit cards shall be allocated to each party as they may agree.

7. Indemnification: Each party agrees to indemnify and hold the other harmless from any obligations not herein divulged and incurred by him or her individually.

8. Non-marital Property: The parties acknowledge and agree that they have already divided to their mutual satisfaction all non-marital property, if any.

9. Tax Liability: Rolando agrees that he shall hold Awilda harmless and indemnify her from any liability that may attach to the parties as a result from those tax returns filed by the parties during their marriage.

ARTICLE IV

TRANSFER OF TITLE

1. Both Rolando and Awilda agree that upon the execution of this agreement, they shall each execute and deliver to the other all of those documents necessary to convey and vest title of both real and personal property in the other consistent with the terms and the tenor of this agreement. In the event that either Rolando or Awilda are unable or unwilling to execute the documents necessary to effectuate transfer of property as agreed herein, then they each expressly authorize and consent to the execution of said documents by any judge in the Circuit Court of Cook County upon petition of the other party.

ARTICLE V

CHILD CUSTODY, SUPPORT, VISITATION AND EDUCATION

1. The parties acknowledge and agree that they shall have joint custody of the minor child Rolando Rodriguez, Jr. Therefore, they have entered into a Joint Parenting Agreement providing for the custody, support, visitation and education, among other things, which shall be incorporated into the Judgment for Dissolution of Marriage.

ARTICLE VI

ATTORNEY'S FEES AND COSTS

1. Rolando has had the benefit of counsel and is represented by Mr. Yamil E. Colón, Esq. Awilda has employed and had the benefit of the counsel of Mr. Douglas W. Scofield, Esq. The parties agree that each shall pay his or her own attorney's fees and costs which may have been incurred in this cause. In addition, each party waives his/her right to contribution for attorney's fees from the other party.
2. The parties further agree that in the event that either party find it necessary to seek judicial assistance in enforcing any portion of this agreement against the other party, then the party against whom enforcement is granted by the court shall be liable for the other party's attorney's fees and costs.

ARTICLE VII

DISCLOSURE

1. The parties agree that each has made a full and complete disclosure to the other with respect to all property whether marital or non-marital, and that said full disclosure has been made in good faith and with the intention of resolving now and forever their interest, if any, in said property.

ARTICLE VIII

MUTUAL RELEASE

1. Except as herein provided, each of the parties hereto does forever waive, release, and quitclaim to the other party, all rights of maintenance, dower, homestead, inheritance, any and all beneficial interest that either party may have in the life insurance owned by the other or in any trust fund or account owned by the other, and all other property rights, which he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relationship now existing or any other relationship previously existing between the parties hereto under any present or future law or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by the other party.

ARTICLE IX

JURISDICTION

1. This Agreement shall be governed by the laws of the State of Illinois; and shall become effective upon its execution by the parties, and all of its provisions shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives and assignees.

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ARTICLE X

VALIDITY OF AGREEMENT

1. Severability: In the event that any one or more of the provisions contained in this Property Settlement Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

WHEREFORE, we have fully and freely set our hands to this Marital Settlement Agreement consisting of six (6) pages, this included, on the date indicated below our signatures

Rolando Rodriguez
Rolando Rodriguez,
Petitioner

Awilda Rodriguez
Awilda Rodriguez,
Respondent.

DATED: 3-28-00

DATED: _____

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occurs later.

- iv) Employment of the child in a full time capacity for a period in excess of 6 months;
- v) The death of the child.

9. **EDUCATION:** The parties agree that the issue of college expenses as to the minor child of the parties shall be reserved and determined pursuant to Section 513 of the IMDMA.

10. **HEALTH INSURANCE/MEDICAL EXPENSES.** Rolando agrees to maintain major medical health and dental insurance to cover the child during the child's minority as defined in paragraph 8, i) through v) above; or if the child is attending post high school trade school education or college, then until graduation from trade school or college but in no event beyond age 18. Such obligation should take effect as soon as his new employment benefits are approved and in effect. Awilda agrees to maintain health insurance for the minor child until Rolando secures major health insurance through his employer. Further, the parties agree to share on an equal basis those medical and dental expenses not covered by the health insurance policy in effect. The obligation of each parent to pay the above mentioned medical and dental expenses of the minor child shall be secondary to any payments made by said insurance companies.

11. **LIFE INSURANCE.** Rolando shall secure and maintain a life insurance policy on his life and he shall name the minor child of the parties as the irrevocable beneficiary thereof until and under the same circumstances and conditions as he shall maintain health insurance. Said policy shall be in the minimum amount of \$100,000.00. After the passing of Rolando's obligation to maintain health insurance as described herein, he shall have sole and exclusive ownership over said insurance policy and he shall have the freedom and discretion to change beneficiaries, cancel or redeem said policy for cash.

12. **REVIEW OF AGREEMENT.** The parties shall review this Joint Parenting Agreement at least once per year, and they shall make such changes and additions as they, in their best judgment, deem best for the health and welfare of the minor child. In the event that the parties decide to make a permanent change or addition, then it shall be in writing and executed by each person with the same formality as the agreement herein.

13. **RESOLUTION OF DISPUTES.** In the event that the parties shall be unable to agree as to a provision of this Joint Parenting Agreement, or in the event a dispute arises between the parties with respect to the enforcement of this Joint Parenting Agreement, the parties shall first submit their dispute to a mutually agreed upon third party, such as a minister or counselor; then to a private mediation service, with the parties equally dividing the cost of private mediation. If a resolution can not be reached through the above methods, then either party may petition the Circuit Court of Cook County, Domestic Relations Division, for a decision on said dispute.

The parties hereto agree that, for the purposes of enforcing the Judgment for Dissolution of Marriage, if any; for the purposes of enforcing this Joint Parenting Agreement; and for the purposes of deciding any other issue relating to the minor child, venue shall remain with the Circuit Court of Cook County, Domestic Relations Division, regardless of the residence or domicile of the parties or of the minor children. In the event any attorney's and/or other fees, costs or charges are incurred with respect to the resolution of a dispute arising from this Agreement, the party against whom enforcement is granted shall be responsible for and pay

3. ILLNESS OF MINOR CHILDREN. Each parent shall advise the other parent of any illness or injury by the children as soon as possible after learning of the same. The residential parent shall direct all doctors involved in the care and treatment of the children to give the other parent all information regarding any illness or injury if the other parent requests the same.

4. SCHOOLS. The residential parent shall advise the other parent of which school (elementary and high school) the children will attend, and shall also advise the non-residential parent of all teacher conferences, special events (plays, graduations, etc.) as far in advance of such conferences and events so that the said parent may arrange to attend. The decision as to which schools the minor children shall attend shall be made jointly.

5. MINOR CHILDREN REMOVED FROM THE STATE OF RESIDENCE. The residential parent shall advise the non-residential parent when the children will be taken out of the State where the children reside (Illinois at this time) for any reason. If the children are taken out of the State they reside in during visitation periods, then the non-residential parent shall so advise the residential parent prior to exercising such visitation. Neither party shall have the right to remove the minor children from the State of residence without first notifying the other parent; or if removal is for a period of time longer than thirty (30) days, then it may not be done without either the written consent of the other parent or by order of Court.

6. LOCATION OF THE MINOR CHILDREN. Each parent will advise the other as to the location of the children at all times, including an address and telephone number to contact them.

7. VISITATION. Rolando shall have liberal and reasonable visitation with the minor child as the parties may agree. He shall notify Awilda of his intention to visit the child within a reasonable period of time.

8. SUPPORT. It is agreed by and between Rolando and Awilda, subject to Court approval, that Rolando shall pay the sum of \$ 200.00 per month for and as child support notwithstanding his current unemployment condition. Rolando shall promptly notify Awilda when he secures employment and furnish her with the name, address and telephone number of any employer of his. Upon securing employment, Rolando shall begin paying 20% of his net income to Awilda as and for child support. The parties further agree that said child support shall be payable to Awilda directly and not through the State Disbursement Unit of Dupage Count, Wheaton, Illinois. Awilda shall bear responsibility for advising Rolando of her current mailing address.

Rolando shall provide Awilda each year by May 1st, true and accurate copies of his tax returns (federal and state), 1099s, and W-2 statements for the previous tax year.

For purposes of this Joint Parenting Agreement, emancipation of the child shall be deemed upon the occurrence of any one of the following events:

- i) The child marries;
- ii) The entry of the child into military service;
- iii) The completion of a high school degree or attaining the age of 18, which ever

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all of the attorney's and/or other fees, costs or charges with respect to the dispute resolution incurred by the other party.

IN WITNESS WHEREOF, the parties to this Joint Parenting Agreement have hereunto set their respective hands on the date and year first written above.

Rolando Rodriguez
Rolando Rodriguez

Awilda Rodriguez
Awilda Rodriguez,

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Code # 54994
Yamil E. Colón
Attorney for Rolando Rodriguez
3129 W. Logan Blvd.
Chicago, Illinois, 60647
(773) 862-1111
JTPRNT/AG.MT/RDGGZ/DISKJ/

WHEREFORE, on motion of the Petitioner, Awilda Rodriguez,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. That a Judgment for Dissolution of Marriage is hereby granted to the petitioner and the respondent, and that said marriage is hereby terminated and dissolved and they are both freed from the bonds and obligations thereof.

B. That the above referenced Property Settlement Agreement and Joint Parenting Agreement are hereby incorporated into this Judgment for Dissolution of Marriage, the same as if each and every part thereof were fully set out in this decretal section, and that each of the parties is hereby ordered to carry out and to perform all of the terms and provisions thereto that apply to him or her.

C. That the Petitioner, Awilda Rodriguez, is hereby granted leave to resume the use of her maiden name of AWILDA GONZALEZ, should she so choose.

D. That the Court shall retain jurisdiction over the parties and the subject matter contained herein for the purpose of enforcing any and all of the provisions of this Judgment for Dissolution of Marriage.

E. For such other and further relief as this Court and equity deem just and fair.

ENTER: JUDGE La QUIETTA J. HARDY
JUDGE APR - 6 2000

Circuit Court - 1776

AGREED:

Awilda Rodriguez
Awilda Rodriguez

Rolando Rodriguez
Rolando Rodriguez

CODE # 54994

Yamil E. Colón, P.C.
Attorney for Rolando Rodriguez
3129 W. Logan Blvd.

Chicago, Illinois 60647
(773) 862-1111

DIVJUGMT/RDRGZ/P.L.DSKJ

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Lot 1 in Wulff's Resubdivision of
lots 25 to 34 both inclusive of the
Resubdivision of Block 26 911 in the
Village of Jefferson in the Southwest 1/4
of Section 9, Township 40 North,
Range 13 East of the Third Principal
Meridian in Cook County, Illinois

PIN 13-09-321-022

5236 W. Strass Chicago IL 60630

Mail to
Doug Scofield
6600 Northwest B Floor
Chicago IL 60631

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF Judgment
ENTERED FILED ON April 6, 2000

Mary Zie
Amelia Pusinski
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS