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ID#13705

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

IN RE THE MARRIAGE OF:)
CYNTHIA VELASCO,)
Petitioner,)
and)
ROBERTO CORNELIO,)
Respondent.)

No. 92 D 6462

DEPT-01 RECORDING

\$65.50

7:55:55 AM 12/20/93 15:55:00

12087 # **03-D46482

COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause having come on for hearing as an uncontested matter as in cases of default and on the stipulation of the parties, on the Petition for Dissolution of Marriage of the petitioner, CYNTHIA VELASCO, by her attorney, FISHER AND DI MONTE, and response thereto of respondent, ROBERTO CORNELIO, having appeared pro se, and the court having heard the evidence, a certificate of which is filed herein, and being fully informed FINDS:

1. That the Court has jurisdiction of the parties and the subject matter.

2. That at the commencement of the within action, the petitioner was a resident of the County of Cook, State of Illinois and has since maintained her residence for at least ninety (90) days prior to the filing of the Petition for Dissolution of Marriage.

3. That the parties were married on June 13, 1981 and the marriage was registered in the City of Chicago, County of Cook, and State of Illinois.

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4. That two children were born or adopted of said marriage, namely, NATALIA CORNELIO, born July 28, 1982, and JAMIEL CORNELIO, born February 11, 1984.

5. That the parties cohabited and lived together at the time of the marriage and the petitioner is not pregnant.

6. That without just cause or provocation on the part of the petitioner, the respondent has been guilty of extreme and repeated mental cruelty, all within the meaning of Section 401 of the Illinois Revised Statutes, Chapter 40.

7. That the parties have entered into a Marital Settlement Agreement dated August 3, 1993 and that said Agreement has been received in evidence and has been approved by the parties as being fair, just and reasonable, and the court has considered and approved said Agreement as an equitable and satisfactory resolution of the matters contained therein, and the parties desire to incorporate the Agreement within this Judgment for Dissolution of Marriage.

8. The Petitioner is a fit and proper person to have the care, custody, control and education of the minor children, NATALIA CORNELIO and JAMIEL CORNEJO. It is in the best interests of the minor children that their custody be awarded to Petitioner.

9. That petitioner waives any claim to arrearage in connection with a temporary order of support entered May 27, 1992.

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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a) That the petitioner's Petition for Dissolution of Marriage is granted and the parties are awarded a Judgment for Dissolution of Marriage; that the marriage heretofore existing between the parties be and the same is hereby dissolved.

b) That the aforesaid Marital Settlement Agreement of the parties is attached hereto and incorporated into this Judgment for Dissolution of Marriage and made a part hereof; that each and every provision therein shall be binding upon the parties as an Order of Court; and that each of the parties shall comply with said provisions and shall execute all necessary documents of effectuate said provisions.

c) That the sole care, custody, control and education of the minor childre, NATALIA CORNELIO and JAMIEL CORNELIO, is awarded to the plaintiff;

d) That the Court retains jurisdiction of the parties and of the subject matter until this Judgment shall be fully satisfied.

e) *Petitioner shall continue to use, and/or resume use of her maiden name Cynthia Velasco.*

ENTER:

JUDGE

ENTERED	
CLERK OF THE CIRCUIT COURT	
AURELIA PUCINSKI	
AUG - 3 1993	
JUDGE	1000
DEPUTY CLERK	<i>[Signature]</i>

KAREN FISHER DI MONTE
FISHER AND DI MONTE
Attorney for
111 W. Washington St., Suite 1860
Chicago, IL 60602
236-3280
ID#13705

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MARITAL SETTLEMENT AGREEMENT

This Agreement made and entered into this 3rd day of August, 1993, by and between CYNTHIA VELASCO, hereinafter referred to as "Wife", a resident of Chicago, Illinois, and ROBERTO CORNELIO, hereinafter referred to as "Husband", a resident of Chicago, Illinois.

W I T N E S S E T H

WHEREAS, the parties were married on June 13, 1981 in Chicago, Illinois and are now husband and wife; and

WHEREAS, two children were born to the parties namely: NATALIA CORNELIO, born July 28, 1982, and JAMIEL CORNELIO, born February 11, 1984; and

WHEREAS Wife has filed a Petition for Dissolution of Marriage against Husband in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, No. 92 D 06462, entitled IN RE: THE MARRIAGE OF CYNTHIA VELASCO (CORNELIO), Petitioner and ROBERTO CORNELIO, Respondent, and said cause is presently pending and undetermined in said Court; and

WHEREAS Wife has employed and had the benefit of counsel from KAREN FISHER DI MONTE, Esq., of FISHER AND DI MONTE, and Husband has chosen not to consult counsel and fully understands that Karen Fisher DiMonte represents only the Wife whose legal interests are adverse to those of the Husband and in no manner can represent the Husband and each party is fully informed of her or his rights and obligations; and

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WHEREAS, the parties consider it to be in their best interests to resolve all marital issues and have come to an amicable agreement with respect to all questions of maintenance, custody, child support, visitation, medical and related needs, division, distribution and assignment of the marital and non-marital property and all other rights arising out of the marital relationship; and

WHEREAS, it being represented that full disclosure has been made to each party by the other of all properties in which he or she has any interest, the extent of that interest and income derived therefrom; and

WHEREAS, it is understood by each party that this Agreement will fully settle and adjust all rights of every kind, nature and description that either of them now has or may hereafter have or claim against in or to the property or estate of the other, of every kind, nature and description, whether real personal, mixed, now owned or which may hereafter be acquired by either of them, or any claims in or to the estate of the other.

NOW, THEREFORE, in consideration of the mutual and several covenants, promises and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do freely and voluntarily covenant and agree by and between themselves as follows:

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ARTICLE I

RIGHT OF ACTION

This instrument shall in no manner be construed or considered as an agreement between the parties hereto to obtain or stimulate a dissolution of marriage from one another, but each of the parties reserves the right to prosecute and defend any action brought by the other.

ARTICLE II

Custody and Visitation

2.1. The Wife shall have the sole care, custody, control and education of the minor children.

2.2.

a. The Husband shall have visitation with the minor children on alternating weekends, commencing on Friday at 6:00 p.m. when he will pick up the children until Sunday at 5:00 p.m. when he will return the children, or as otherwise mutually agreed in advance by the parties.

b. The Husband and Wife agree that they will share the children for purposes of legal holidays and the children's birthdays on an alternating year basis as set forth hereafter:

Odd Numbered Years: The Husband shall have the children at his residence on Memorial Day and the accompanying weekend, Labor Day and the accompanying weekend, Christmas Eve, New Year's

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Day, and on Thanksgiving Day from 11:00 a.m. until 7:00 p.m.

Birthdays: On each child's birthday, the parties shall confer 14 days in advance to make arrangements for a two hour visitation with Husband and that child, which will not conflict with the child's planned activities of the day, or as otherwise mutually agreed in advance by the parties.

Husband and Wife shall each be entitled to visitation with both minor children on his or her own birthday, for at least two hours. Birthday visitations shall supercede regular visitation.

Even Numbered Years: The Husband shall have the minor children at his residence for the 4th of July holiday, Christmas Day, New Year's Eve and on Easter Sunday.

Spring and Christmas Vacations: The Husband and Wife agree to alternate the children's Spring and Christmas vacations, [subject to the Husband's availability to take vacation time during those holiday periods].

Summer Visitation: The Husband shall have two weeks of visitation with the minor children during their summer vacation. The Wife shall also be entitled to have two weeks uninterrupted visitation with the minor children during their summer

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vacation. The Wife and the Husband shall provide to each other thirty (30) days prior notice of said vacation plans and neither party shall unreasonably withhold their consent. Prior to the exercise of said period of visitation, a complete itinerary shall be left with the other parent providing all information possible as to the travel plans with the children including but not limited to: departure date, airline information (if applicable), hotel or residences where the children will be staying and telephone numbers where the children can be contacted. Further, full cooperation shall be extended between the parents in the event affidavits must be signed to allow the children to travel outside the United States of America.

The parties hereto further covenant and agree that each of them may remove the children from the state of Illinois for the sole purpose of visitation and vacation periods and in that regard, the State of Illinois shall retain jurisdiction over the subject matter hereof for purposes of enforcement and determination of custody and visitation privileges as set forth herein.

2.3. Both Wife and Husband agree that they will do everything within their power to foster the love, affection and respect of the minor children for both parents and to make every possible effort to agree on all questions involving the

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welfare, education and future of the children so that the children may have the proper physical and emotional growth and retain respect and affection for both parties. In fostering this love and affection, the Wife agrees she will keep Husband generally advised of the health, social activities, school activities, etc., for the children and that the Husband will actively participate in raising and guiding the children in their education. To that end, the medical and school records of the children shall be made available to both Wife and Husband. Both parents are extremely concerned about the raising of the children and their welfare. While it is understood by both parties that Wife, as custodial parent, shall have the right to make daily decisions regarding the children's welfare, nevertheless, in matters of major concern to the parties, including, by way of limitation, education, religion, extraordinary medical and school and extra curricular activities, Wife agrees to consult regularly with Husband, who shall have the right to participate in and help determine the final decisions of the parties as to such matters.

ARTICLE III

Child Support, Emancipation and Tax Exemptions

3.1. The Husband shall pay to the Wife (through the Clerk of the Circuit Court) and the Wife agrees to accept for child support for the minor children, NATALIA and JAMIEL, the sum of \$500.00 semi-monthly based upon the gross ^{semi}-monthly income of the Husband in the amount of \$2,388.00. When the

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oldest child, NATALIA, reaches the age of majority or becomes emancipated as defined herein, the amount of child support then required shall be redetermined by agreement of the parties or order of this court to provide a fair and equitable sum for the younger child, JAMIEL.

3.2. The Wife shall be entitled to declare the minor children NATALIA and JAMIEL as dependents and exemptions on her Federal and state income tax returns.

3.3. All obligations of the Husband to a child as provided in accordance with the terms and provisions of the entire marital settlement agreement shall terminate upon emancipation of the child. The word "emancipation" as used in this marital settlement agreement shall be defined as an "emancipation event" which shall occur or be deemed to have occurred upon the first to happen in point of time of any of the following events:

- a. The child attaining the age of eighteen (18) years, except that in the event that the child has not completed his high school education in a normal progression of studies upon his eighteenth (18th) birthday, the termination date shall be extended until the date of the graduation of child from high school.
- b. The death of the child.
- c. The marriage of the child.
- d. The child having a permanent residence away from the residence of the custodial parent. A residence

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at camp is not to be deemed a residence away from the permanent residence of the custodial parent.

e. Entry of the child into the Armed Forces of the United States, but the emancipation event shall be deemed terminated and nullified upon the discharge from such Armed Forces and thereafter, as if such emancipation event by reason of that entry had not occurred.

f. The child becoming engaged in full-time employment except that the child's becoming engaged in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE IV

Medical, Dental and Related Expenses

4.1. The Husband shall maintain in full force and effect major medical and hospitalization insurance coverage on behalf of the minor children. He shall also pay and be responsible for all extraordinary medical expenses not covered by insurance for each minor child until the child is emancipated or graduates from high school, whichever last occurs.

4.2. For purposes of this Agreement, extraordinary medical expenses shall include, but not by way of limitation, all teeth straightening costs, the cost of major illnesses requiring hospitalization, the costs of major dental work, operations, psychiatric costs, serious accidents or extended medical or other similar costs. The Wife agrees that she will pay and be responsible for ordinary medical expenses which include, but not by way of limitation, routine check-ups, minor

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ailments, ordinary drug supplies, ordinary dental care such as filling cavities and other minor expenses.

4.3. Prior to incurring any extraordinary medical expense on behalf of a minor child, the Wife shall consult with the Husband concerning such expense and shall not incur the expense at his liability unless he consents thereto. The parties shall be guided by the best interests of the child in making their decisions as to the expense and the Husband shall not unreasonably withhold his consent. The consent of the Husband shall not be required in the event of grave emergency when the life of the child might be imperiled by delay.

ARTICLE V

Support for Non-Minor Children and Educational Expenses

The Husband and Wife shall be responsible for support and educational expenses of the non-minor children in accordance with the provisions of Section 513 of the Illinois Marriage and Dissolution of Marriage Act and the factors set forth therein as to their respective abilities to contribute to such expenses.

ARTICLE VI

Security For Payments

6.1. The Husband shall keep and maintain his present life insurance in full force and effect in the amount of \$57,312.00, until both of the minor children are emancipated as provided herein. He shall promptly pay the premiums as they become due. The Husband represents and warrants that there are no liens or encumbrances upon said policy and agrees that he

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will not in the future borrow against, pledge, hypothecate or convert the cash surrender value of said policy, if any, until his obligation to maintain such insurance coverage no longer exists. He shall designate the Wife as Trustee for the minor children as irrevocable beneficiaries of his life insurance.

6.2. Within thirty (30) days from the entry of Judgment for Dissolution of Marriage, he shall deliver to the Wife copies of the insurance policy and such other documents to verify that the Wife has been designated as Trustee for the children under said life insurance policy and that such designation shall continue until his obligations hereunder have terminated.

6.3. The Husband shall also designate the Wife as irrevocable beneficiary on behalf of the minor children in his 401K Plan and all other pension and/or profit-sharing or deferred compensation plans during the period of time in which he shall have any liabilities under this Agreement.

6.4. The estate of the Husband shall be charged with the obligation of a lien for all payments due in accordance with this Agreement. The amount of payments remaining due, at the option of the Husband's personal representative, may be capitalized with current, generally accepted accounting and actuarial practice and paid forthwith so that the estate of Husband may be promptly closed.

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ARTICLE VII

Maintenance

The Husband and Wife mutually agree to waive and to be barred from asserting any right, title, interest or claim to maintenance from the other whether past, present or future.

ARTICLE VIII

Division of Assets and Liabilities

B.1. Marital Residence

a. The parties, as joint tenants and not as tenants in common, own legal title to certain real property improved with a single family residence located at and commonly known as 3621 West 66th Street, Chicago, Illinois. It is agreed and acknowledged that the approximate equity of the parties in said residence is \$5,000.00. The parties agree that said property shall be the sole and exclusive property of the Husband, free and clear of any right, title or interest of the Wife. Both parties represent and warrant that the property is free and clear of any liens and encumbrances, except for the first mortgage, unbilled general real estate taxes, and those matters specifically set forth in the policy of title insurance obtained by the parties when they purchased the property. If it is hereafter determined that any other lien or encumbrance has been placed against the property by actions or inactions of one of the parties, then he or she shall take all appropriate

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steps to remove such lien or encumbrances, including, but not limited to, the payment of any creditor.

b. Upon the effective date of this Agreement the Wife shall execute a quitclaim deed and all documents, assignments of insurance, assignments of reserve and the like necessary to transfer, convey and release any and all right, title and interest she may have in and to said property to the Husband. The Husband shall pay and be solely responsible for the balance due existing on the first mortgage, and in addition, shall pay and be responsible for all real estate taxes, repairs, maintenance and insurance on said property. The Husband shall indemnify and hold harmless the Wife from any liabilities with reference to the first mortgage, real estate taxes, repairs, maintenance and insurance.

c. Upon a sale of the aforesaid real property, the Husband shall pay to the Wife \$2,500.00. Said payment represents a just and equitable share of the marital property of the parties. The Husband shall notify the Wife thirty days prior to the any sale of the property.

8.2. Personal Property

The Wife shall be sole and exclusive owner of all the furniture, furnishings, personal effects and other personal property contained in the former marital residence and of all such property in her possession. The Husband shall be the sole

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and exclusive owner of all of those items of personal property presently in his possession.

8.3. Retirement Plans, ESOP, etc.

a. The Husband is entitled to certain benefits under the Municipal Employees' Annuity and Benefit Fund of Chicago. That plan is exempt from Qualified Domestic Relation orders. The parties agree that the value of the Husband's accrued pension as of September 30, 1992, is \$18,645.35. The parties agree that the Wife shall be paid the sum of \$9,322.67. The obligation for payment to the Wife of sums due under this paragraph shall lie with the Husband. He shall notify at least 30 days her prior to the time he is to receive any benefits under the plan and shall make payments to the Wife as required herein promptly upon his receipt of funds in installment payments of no less than one half of the amount of each check he receives until payment in full is made.

8.4. Liabilities

a. The Husband agrees to be solely and exclusively responsible for payment of all debts itemized in Schedule "A" and agrees to reimburse and hold harmless the Wife from any liabilities and attorney's fees in connection with said debts.

b. The Wife agrees to be solely and exclusively responsible for payment of all debts itemized in Schedule "B" and agrees to reimburse and hold harmless the Husband from any liabilities and attorney's fees in connection with said debts.

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c. Each party represents that neither has incurred any liabilities for which the other may be liable with the exception of the mortgage on the real estate and each party hereby agrees to be responsible for his or her own debts and to reimburse and hold harmless the other from any such liabilities or attorney's fees incurred by him or her on account of the other's debts prior or subsequent to the date of this agreement.

8.5 All other property, whether real, personal or mixed, including, but not limited to, real estate, automobiles, bank accounts, stocks, bonds, trading accounts, partnership interests, life insurance, IRA accounts and pensions now registered in the name of or in the possession of either party, shall remain his or her property free and clear of any right, title, claim or interest of the other.

8.6 It is the intent of the parties that the transfer of assets and payments specified in this Marital Settlement Agreement is an acknowledgement of their respective contributions to the accumulated marital estate and that the provisions herein represent a fair and equitable distribution thereof.

ARTICLE IX

Miscellaneous

9.1. Income Tax Returns. In order to avoid the dissipation of marital assets, the parties agree to cooperate fully in the filing of joint tax returns for the year 1992. Refunds, if any, shall first be applied to discharge the joint liabilities

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of the parties to the I.R.S. and State of Illinois, and the balance, if any, will be divided equally between the parties. Each party shall cooperate to sign and distribute the funds from any proceeds equally. If any liability for State and Federal taxes remains, the parties shall each pay one-half of said sum and shall indemnify and hold harmless one another from any and all amounts including costs, penalties and attorney's fees therefor.

9.2. The Husband shall pay to Karen Fisher Di Monte the sum of \$2,500.00 for attorney's fees and expenses incurred on behalf of the Wife, said sum representing payment for efforts to obtain maintenance and support. The Wife shall pay and be responsible for the balance of her attorney's fees to Karen Fisher Di Monte. The Husband shall pay and be solely responsible for all of his own attorney's fees and expenses.

9.3. Financial Declaration. The Wife and the Husband represent that each has made full disclosure to the other of all assets, income and liabilities and that this disclosure includes information contained on tax returns and from discovery, and each represents that he or she has no hidden or undisclosed assets or income.

ARTICLE X

Mutual Waiver of Marital Rights

Except as provided herein and to the fullest extent permitted under the laws of the State of Illinois, Husband and Wife do hereby forever relinquish, release, waive, quitclaim and grant to the other, his or her heirs, personal representa-

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tivas and assigns, all rights of maintenance, dower, inheritance, descent, distribution, community interest and all other right, title claim, interest and estate as husband and wife, widow or widower, or otherwise by reason of the marital relations existing between them under any present or future law, or which Wife and Husband otherwise have or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself and his or her heirs, personal representatives, grantees, devisees and assigns that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives, grantees, devisees or assigns for the purpose of enforcing any or all of the rights specified in and relinquished under this Article X. Each party further agrees that in the event any suit shall be commenced, this release when pleaded shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto. Each party further agrees to execute, acknowledge and deliver, at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights, provided, however, that nothing herein

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contained shall operate or be construed as a waiver or release by either party to the other of the obligations on the part of the other to comply with the provisions of this Agreement.

ARTICLE XI

General Provisions

11.1. Effective Date. In the event a Court of competent jurisdiction shall hereafter enter a Judgment of Dissolution of Marriage terminating the marital relationship existing between Husband and Wife, this Agreement shall become in full force and effect but it shall not be binding upon the parties until such time.

11.2. Amendment and Construction. This Agreement may be amended by mutual agreement of the parties at any time hereafter. Any such amendments shall be reduced to writing, dated and signed by both parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the domicile or residence of either party.

11.3. Executing Documents. Both parties agree to execute all documents necessary to effectuate and carry out the purposes of this Agreement, and establish the sole and separate ownership of the properties of the parties as provided in this Agreement. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement

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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 relinquished and waived.

11.4. Survival of Agreement. The contents of this Agreement shall be disclosed to the Judge assigned to hear testimony and evidence in the pending action for dissolution of marriage.

11.5. Entire Agreement. This instrument contains the whole and entire agreement made by and between the parties hereto, has been examined by each of them, each understands the provisions and covenants contained therein, believes it to be fair, just and equitable with respect to each of them and each is fully and completely satisfied with the terms, provisions and covenants thereof.

IN WITNESS WHEREOF, CYNTHIA VELASCO and ROBERTO CORNELIO have hereunto set their respective hands and seals the day and year first above written.



CYNTHIA VELASCO



ROBERTO CORNELIO

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SCHEDULE A

LIABILITIES OF HUSBAND

<u>Creditor</u>	<u>Date</u>
Carson, Pirie, Scott & Co.	7/1/93
First Consumers MasterCard	"
J. C. Penney's	"
Shell Oil Co.	"
American Express	"
Courtesy Home	"

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SCHEDULE C

LIABILITIES OF WIFE

<u>Creditor</u>	<u>Date</u>	<u>Amount</u>
Esther Velasco		\$750.00
Montgomery Ward		
Ford Motor Credit Company		295.00
(lease terminates 9/94)		(monthly)

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Draft to

Fisher and J. White
110 W Washington, Suite 1860
Chicago, IL 60602

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