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Doc#: 0620018106 Fee: \$38.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/19/2006 04:58 PM Pg: 1 of 8

MARITAL SEPARATION AGREEMENT

This Separation Agreement and Property Settlement between Ramon Serrano, of Cook County, Illinois, hereinafter referred to as "Husband", and Alma Serrano, of Cook County, Illinois, hereinafter referred to as "Wife", shall become effective as of the date that it has been executed by each party hereto;

WITNESSETH:

THAT, WHEREAS, certain differences have arisen between the parties rendering it undesirable for them to continue to live together as Husband and Wife, by reason whereof they separated on May 1, 2006, and have agreed to live separate and apart permanently; and

WHEREAS, each of the parties is more than 18 years of age, and they desire to confirm their separation and to make arrangements in connection therewith, including the settlement and adjustment of their property rights and other rights, responsibilities, and obligations growing out of their marital relationship; and

WHEREAS, after mature consideration and judgment, each party believes it is in his or her own respective best interests to enter into this Separation Agreement and Property Settlement and each party considers this Agreement to be fair, reasonable and equitable; and

WHEREAS, each party has read this Agreement, fully understands the terms, conditions and provisions hereof and deems such to be fair, just, and equitable;

NOW, THEREFORE, in consideration of the premises, the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, each party stipulates, agrees and covenants with the other as follows:

Mail to:
Ramon Serrano
3552 W. 60th Place
Chicago, IL

60629

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1. General. From and after the date of this Agreement, it shall be lawful for Husband and Wife to live separate and apart, each from the other, as fully, completely and in the same manner and to the same extent as though they had never been married.
2. Interference. Husband and Wife each shall be free from interference, restraint, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither party hereto shall hereafter disturb, annoy, molest, harass or in any way interfere with the other, directly or indirectly, nor compel or endeavor to compel the other to cohabit or dwell with him or her.
3. Residence. Husband and Wife may reside at such place or places and reside or associate with such person or persons as each of them may deem fit or as each of them may desire.
4. Visitation. Neither Husband nor Wife shall call upon or visit the other except by express invitation by one accepted by the other.
5. Employment. Each of the parties may, for his or her separate benefit, engage in any employment, business or profession he or she may choose.
6. Right To Contract. Both Husband and Wife shall have the right to contract and to be fully contracted with, independently of the other, as fully and to all intents and purposes as if they had never been married.
7. Marital Residence. The parties are the owners of a house and lot located at 3552 W. 60th Place, Chicago, Illinois 60629 (the "Marital Property"). The parties have agreed to sell the Marital Property pursuant to contract for sale dated February 9, 2006. The parties shall divide the proceeds of the sale of the Marital Property equally. The Marital Property shall be rented on a month-to-month basis pending sale, and any rental proceeds divided equally. Husband has vacated or shall vacate the Marital Property immediately upon both parties' execution of this Agreement.
8. Personal Property. Until the date of separation of the parties, the aforementioned residence was occupied by the parties as their marital residence. Husband has removed or shall remove from the marital residence all of the tangible personal property he is to receive. The parties have divided between themselves, to their mutual satisfaction, all other tangible and intangible personal property owned by them individually and jointly.
9. Future Debts. Neither party hereafter shall charge or cause to be charged to or against the other party any purchase which either party may; and neither Husband nor Wife shall create any engagements or obligations in the name of or against the other hereafter nor shall they secure or attempt to secure any credit upon or in connection with the other or in his or her name. Each party shall promptly pay all debts and discharge all financial obligations, to the best of his or her respective ability, which either may incur for himself or herself hereafter; and each shall hold the other free and harmless and shall

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indemnify and defend the other from any and all subsequent debts, obligations or liabilities which are incurred or sustained individually hereafter.

10. Debts. Husband agrees to promptly pay, when due, all debts incurred in his name alone and to indemnify and hold Wife harmless therefrom. Wife agrees to promptly pay, when due, all debts incurred in her name alone and to indemnify and hold Husband harmless therefrom.

11. Waiver Of Rights To Equitable Distribution And Other Rights In Marital Property. Husband and Wife expressly acknowledge and agree that the division and distribution of marital property set forth herein is just, fair and reasonable, is deemed by the parties to be equitable and satisfactory, and that this Agreement shall be binding on the parties. Except as otherwise provided herein, Husband and Wife further acknowledge that the foregoing provisions for the division and distribution of property are made in full and complete satisfaction of any and all claims specified herein. Each party expressly waives any and all claims, whether now in existence or acquired hereafter, which either party may have against the other party or the property of the other party under the present and future laws of this or any other jurisdiction relating to the distribution of marital property, including, but not limited to, rights to division of real and personal property, payment of capital sums or periodic payments, distributive shares, pension or retirement benefits, life insurance and every other form of property, real or personal, tangible or intangible, vested or contingent.

Notwithstanding the foregoing, the provisions of this Agreement are not in lieu of and are not intended to substitute for a full and final settlement and satisfaction of any and all claims and rights which either party may now or hereafter have against the other party for the distribution of property pursuant to a final divorce settlement; and the parties agree that nothing in this Agreement may be pleaded in bar of any such claim for relief in any suit filed hereafter.

12. Mutual Release Of Property Rights. Husband and Wife grant, release, and forever quitclaim each to the other, all right, title, interest, claim and demand whatsoever in the real estate of which either is now seized or may hereafter become seized; and each of said parties may from this date and at all times hereafter purchase, acquire, own, hold, possess, encumber, transfer, dispose of and convey any and all classes and kinds of property, real or personal, tangible or intangible, or mixed, as though unmarried and free from the consent, joinder and interference of the other party, it being the understanding and agreement on the part of each of the parties hereto that in the sale, transfer and conveyance of any property hereafter it shall not be necessary in order for the grantee to have a good title, that the other party hereto shall sign and execute to the grantee the deed, conveyance, deed of trust, mortgage or bill of sale conveying or selling the property; it being the agreement and covenant of the parties hereto that in this respect, each of the parties hereto has forever released and discharged, and by these presents each does hereby now forever release and discharge the property of the other from all claims, interest and estate of his or her part, and that each shall be in the same position as if such party were single and unmarried.

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13. Sale Of Property. In the event of a sale, transfer, or conveyance of any real or personal property now owned or hereafter acquired by either of the parties, if (notwithstanding the mutual releases contained in this Agreement) either party to this Agreement is called upon to execute a deed, conveyance, bill of sale or other instrument conveying said property, then the party called upon will sign any such instrument which may be reasonably required or reasonably necessary to perfect title in the grantee of the property which is sought to be conveyed.

14. Waivers Of Claims Against Estate. Except as otherwise expressly provided for in this Agreement, Husband does hereby waive, release, discharge, quitclaim and renounce unto the Wife and her heirs and assigns, and Wife does hereby waive, release, discharge, quitclaim and renounce unto Husband and his heirs and assigns, all and every right to a share in the estate of the other party upon said party's death, and all and every right to administer upon the estate of the other party.

15. Mutual Release. Subject to the rights and privileges provided for in this Agreement and in any deed or other instrument executed contemporaneously or in connection herewith, each party does hereby release and discharge the other of and from all causes of action, claims, rights or demands whatsoever, at law or in equity, which either of the parties ever had or now has against the other, known or unknown, by reason of any matter, cause or thing up to the date of the execution of this Agreement, except the cause of action for divorce based upon the separation of the parties. It is the intention of the parties that henceforth there shall be, as between them, only such rights and obligations as are specifically provided for in this Agreement, the right of action for divorce, and such rights and obligations as are specifically provided for in any deed or other instrument executed contemporaneously or in connection herewith, provided, however, that the releases in this Agreement shall not apply to rights to any social security benefits the parties may have by reason of their marriage to each other.

16. Subsequent Divorce; No Incorporation; Confidentiality. Nothing herein contained shall be deemed to prevent either of the parties from maintaining a suit for absolute divorce against the other based on the ground of separation as provided by law; however, the rights and obligations hereunder shall survive any such divorce, regardless of who obtains or petitions for said divorce. The parties further agree that this Agreement will not be incorporated, by reference or otherwise, in any final judgment of divorce, that this Agreement and the terms hereof will not be made generally known to the public, and that this Agreement will not be recorded.

17. Construction. This Agreement is not an agreement between the parties to obtain a divorce. The same is an agreement settling their property and marital rights.

18. Additional Instruments. Each of the parties shall from time to time, at the request of the other, execute, acknowledge, and deliver to the other party, any further instrument that may be reasonably required to give full force and effect to the provisions of this Agreement.

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19. Memorandum Of Agreement. In order to protect the privacy of each party, they agree to execute a Memorandum of Separation Agreement which shall be recorded in lieu of the full text of this Agreement in the event such recording is needed by either party.

20. Amendment. This Agreement can be altered and amended only by further written agreement duly executed by the parties. Any failure by either party to specifically perform or to enforce performance exactly according to the letter of this Agreement shall not constitute an alteration of the same by way of enlargement, waiver, reduction, estoppel, or otherwise, unless confirmed in writing by the parties. It is understood that the parties may, by mutual agreement, make temporary modifications from time to time as conditions require, but this Agreement shall nonetheless be binding upon the parties as written except in the event of a material breach.

21. Governing Law. This Agreement, and the rights and duties of the parties hereunder, shall be construed in accordance with, and governed by, the laws of the State of Illinois.

22. Binding Effect. Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, estates, next of kin, executors, administrators, and assigns of the parties.

23. Entire Agreement. This Agreement, together with any exhibits and schedules attached hereto, contains the entire understanding of the parties with respect to the subject matter; and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This Agreement supersedes and replaces all prior agreements and understandings of the parties.

24. Voluntary Act. Each of the parties acknowledge that he or she has read this Agreement and understands its contents and provisions; that it is a fair and reasonable agreement to each of them, having due regard to the conditions and circumstances of the parties hereto on the date hereof; that each has signed and executed the Agreement freely and voluntarily and without fear, compulsion, duress, coercion, persuasion or undue influence exercised by either party upon the other or by any other person or persons upon either.

25. Representation By Counsel. Both parties have been fully advised of their rights and obligations arising from their marital relationship, have asked questions of their respective counsel and have received answers to said questions which are fully satisfactory to them. Each party has accepted, and is fully satisfied with, the legal services, counsel and advice rendered to each party by his or her attorney. Each party understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all rights which each of them now has or might hereafter or otherwise have in the property or estate of the other and in full satisfaction of all obligations which each of them now has or might hereafter or otherwise have toward the other. The parties acknowledge that both

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the legal and practical effects of this Agreement have been fully explained to them by their respective counsel.

26. Rescission. No action to rescind this Agreement shall be brought until the party making such rescission request has first returned, or offered to return, all benefits received hereunder.

27. Terms. The terms "Husband" and "Wife" used herein shall refer to the parties herein whether they remain married or become unmarried.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement in duplicate originals, one of which is retained by each of the parties.

This the 19th day of July, 2006.



Ramon Serrano

Alma Serrano

Alma Serrano



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Nery &

Richardson LLC

One East Wacker Drive
Suite 2300
Chicago, IL 60601
Phone: (312) 334-6876

4258 West 63rd Street
Chicago, Illinois 60629
Phone: (773) 582-7000
Fax: (773) 582-7150

Joseph E. Nery
David M. Richardson

BY PERSONAL DELIVERY

July 19, 2006

Ramon Serrano
Alma Serrano
3552 W. 60th Place
Chicago, Illinois 60629

Re: Marital Separation Agreement

Dear Mr. and Ms. Serrano:

We have prepared the attached Marital Separation Agreement and Property Settlement solely in connection with certain real estate closings on which we are representing you. We have advised you that we do not have any expertise in divorce or family law, and you are not relying on any such representation by us in signing the Agreement. We have recommended to you that you each retain separate attorneys to advise you on the process of separation and divorce.

By signing below, you agree to hold us harmless from any claims arising out of or in any way related to the attached.

Sincerely yours,



David Richardson




Maria Duran

Agreed:


Ramon Serrano


Alma Serrano

1914413049	72014231924	T1925								
AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD

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OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
 PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME [REDACTED]
 [REDACTED]
 [REDACTED] 391

AREA SUB-AREA BLOCK PARCEL TAX CODE - 72014
 19-14-413-49
 SEC. TOWN RANGE LOT SUB-LOT LOT BLOCK
 14 38 13
 IRA A EBERHARTS SUB
 S 1/2 NW 1/4 SE 1/4
 (4&5) 3

AREA	SUB-AREA	BLOCK	PARCEL	CODE	WAR-RANT	ITEM	FIRST SUFFIX	SECOND SUFFIX	THIRD SUFFIX	CARD
00000000	00000000	00000000	00000000	00000000	00000000	00000000	00000000	00000000	00000000	00000000
11111111	11111111	11111111	11111111	11111111	11111111	11111111	11111111	11111111	11111111	11111111
22222222	22222222	22222222	22222222	22222222	22222222	22222222	22222222	22222222	22222222	22222222
33333333	33333333	33333333	33333333	33333333	33333333	33333333	33333333	33333333	33333333	33333333
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99999999	99999999	99999999	99999999	99999999	99999999	99999999	99999999	99999999	99999999	99999999



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