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Doc#: 0709345002 Fee: \$58.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/03/2007 09:44 AM Pg: 1 of 18

Law Offices of Carmen M. Quiñones, LLC  
Judgment Creditor,

-vs-

Adelmees Quintana,  
Judgment Debtor.

And

Antonio Quintana,  
Judgment Debtor,

No.: 04 D 0005717

## MEMORANDUM OF JUDGMENT

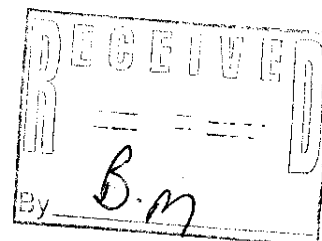
A Consent Judgment of Dissolution was entered in the above-captioned matter on October 17, 2006. Under the terms of that Judgment, particularly and without limiting the generality of the foregoing, THE LAW OFFICE OF CARMEN M. QUIÑONES, LLC, claims a lien in the amount of \$5,000.00 against the following property located in the City of Chicago, County of Cook and legally described as follows:

LOT 20 IN DAVENPORT'S SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Property Address: 4207 West North Avenue, Chicago, Illinois 60639  
Permanent Index Number: 16-03-205-005-0000

### MAIL DOCUMENT TO:

Carmen M. Quiñones  
Law Offices of Carmen M. Quiñones, LLC  
180 West Washington St., Ste. 910  
Chicago, Illinois 60602



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

IN RE THE MARRIAGE OF	)	
	)	
Adelees Quintana,	)	
	)	
Petitioner,	)	
	)	
and -	)	04 D 0005717
	)	
Antonio Quintana,	)	
	)	
Respondent.	)	

## JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard for Trial upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition for Dissolution of Marriage of the Petitioner, Adelees Quintana, and Antonio Quintana, thereto, the Petitioner being present in open court and being represented by her counsel, and the Respondent being present in open court and being represented by his counsel, and the Court having heard the evidence and testimony adduced by the Petitioner in support of his said petition, and having heard argument of counsel and being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the subject matter of this cause.
2. That the Petitioner and the Respondent presently reside in the State of Illinois, and have so resided for a period in excess of ninety (90) days prior to the making of these findings.
3. That the parties were married on February 25, 2000, and said

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- marriage was registered in Chicago, Cook County, Illinois; and that they have ceased cohabiting as husband and wife.
4. That, as a result of the marriage, two children were born to the parties: Anthony Quintana, born on June 16, 1979, who is emancipated and Jesus Quintana born on May 14, 1980, who is also emancipated; no children were adopted by them, and the petitioner is not now pregnant.
  5. That the Petitioner has substantially proved the material allegations of her petition for the entry of the Judgment for Dissolution of Marriage, that the equities of this cause lie in favor of the Petitioner and against the Respondent, and that the grounds for the entry of dissolution exist in that irreconcilable differences have caused the irretrievable breakdown of the marriage; that efforts at reconciliation have failed; and that future efforts at reconciliation would be impractical and not in the parties' best interests; and that the parties have waived the requirement that they live separate and apart for a continuous period in excess of two years in order to assert irreconcilable differences as grounds for dissolution of their marriage; and furthermore, the parties have stipulated that they have lived separate and apart for six months immediately preceding the entry of this Judgment for Dissolution of Marriage within the meaning and purview of the statute in such case made and provided, being the Illinois Marriage and Dissolution of Marriage Act.

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6. The parties hereto have entered into a marital settlement agreement dated October 17, 2006, concerning the questions of the respective rights of each party to child custody, child support, maintenance, their rights in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and it is in word and figures as follows:

Property of Cook County Clerk's Office

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

IN RE THE MARRIAGE OF	)	
	)	
ADELEES QUINTANA,	)	
Petitioner	)	Case No. 04 D 0005717
	)	
AND	)	
ANTONIO QUINTANA,	)	
Respondent	)	

**MARITAL SETTLEMENT AGREEMENT**

This agreement is made on 10/17/06, by and between ADELEES QUINTANA, (hereinafter referred to as "ADELEES"), residing in Chicago, Illinois, and ANTONIO QUINTANA, (hereinafter referred to as "ANTONIO"), residing in Chicago, Illinois.

ADELEES and ANTONIO were lawfully married on February 25, 2000, in Chicago, Illinois and said marriage was registered in Cook County, Illinois. Irreconcilable differences have developed between the Parties, as a result of which they separated and are no longer living as Husband and Wife.

There were two children born of the marriage, Anthony born on June 16, 1979 and Jesus, born on May 14, 1980, both children are emancipated, no children were adopted and ADELEES is not now pregnant.

ADELEES has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under docket number 04 D 0005717. The case is entitled In Re: the Marriage of ADELEES QUINTANA, Petitioner, and ANTONIO QUINTANA, Respondent, and that case remains pending and undetermined.

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1. Both parties consider it to be in their respective best interests to settle between themselves the issues of property and maintenance growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of either party to receive maintenance from the other; and the payment of attorneys' fees and court costs.

2. ADELEES has employed and has had the benefit of counsel of FRANK LOPEZ AND ASSOCIATES as her attorney. ANTONIO has employed and has had the benefit of counsel of CARMEN M. QUINONES of the law firm of QUINONES AND DON LLC as his attorney. The parties have had the benefit of the advice, investigation, and recommendations of her attorney with reference to the subject matter of this Agreement. Each party represents to the other that he or she has fully informed the other of his or her wealth, property, estate and income, both directly and through furnishing of financial data to counsel. Each party acknowledges to the other that he or she has been fully advised as to his or her respective rights in the premises. Both parties expressly state that they have freely and voluntarily entered into this Agreement free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement, and the consequences thereof. Each party states that they have had carefully explained to them:

- (a) the legal rights and duties as between the parties;
- (b) the range of what the Court may order if called upon to decide the case as a contested matter; and

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©) the legal effect of each provision of this Agreement.

In consideration of the foregoing and in further consideration of the mutual and several covenants contained below, the parties do hereby freely and voluntarily agree by and between themselves as follows:

## ARTICLE I

### RIGHT OF ACTION AND INCORPORATION OF RECITALS

1. The foregoing recitals are made a part of this agreement.
2. This agreement is not one to obtain or stimulate a dissolution of marriage.
3. ADELEES 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 ANTONIO. ANTONIO 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 ADELEES

## ARTICLE II

### MUTUAL WAIVERS OF MAINTENANCE

1. ADELEES shall, and hereby does, waive and release any and all right he may have in and to maintenance (alimony) and support from ANTONIO, whether past, present, or future.  
ANTONIO shall and hereby does, waive and release any and all right she may have in and to maintenance (alimony) and support from ADELEES, whether past, present, or future.

## ARTICLE III

### SETTLEMENT OF MARITAL AND PROPERTY RIGHTS

1. ADELEES agrees that, except as otherwise provided herein, she

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- shall waive and relinquish any and all claim of right, title, or interest which she now has, or might hereafter assert, against ANTONIO or his property, whether real, personal, or mixed, by reason of the marital relationship previously existing between them, or for any other reason. ADELEES'S waiver shall include, but not necessarily be limited to, a waiver of any and all rights to homestead, dower, inheritance, and succession.
2. ANTONIO agrees that, except as otherwise provided herein, he shall waive and relinquish any and all claim of right, title, or interest which he now has, or might hereafter assert, against ADELEES or her property, whether real, personal, or mixed, by reason of the marital relationship previously existing between them, or for any other reason. ANTONIO's waiver shall include, but not necessarily be limited to, a waiver of any and all rights to homestead, dower, inheritance, and succession.
3. The parties are presently the owners in joint tenancy of the improved real property located at 4207 West North Avenue, Chicago, Illinois which is presently on the open market for sale. The parties agree that the said improved real property shall remain on the open market for sale in such manner, at such price, and upon such terms as shall be agreed upon by the parties.

The parties agree that each shall cooperate in the efficient completion of the sale by doing any and all acts and things necessary or proper to effectuate the sale of said real estate. This includes, but is not limited to, making the



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premises readily available for inspection by brokers and prospective purchasers at all reasonable times. The parties further agree to reduce the price by 10% every six months that the property remains on the market.

Upon the closing of the property the proceeds of such sale shall be distributed according to the following schedule of priorities:

(I) Real estate brokerage commissions, [M.A.I.] appraiser's fees, attorneys' fees for closing, title expenses, state and local revenue stamp charges, existing mortgage indebtedness[es], existing lien indebtedness[es], real estate tax proration, and any and all other costs and expenses of a nature and in an amount reasonably and necessarily incurred by the parties in the conveyance of merchantable title for the sale of the said improved real property shall be paid, first.

(ii) The balance shall be divided equally by and between the parties, as follows: Adeles fifty percent (50%) ~~to Antonio~~ and fifty percent (50%) to Antonio. The parties agree that from their respective share of the proceeds they shall pay any and all fees due and owing their respective attorneys.

The parties covenant and agree that there is existing on the residence a first mortgage indebtedness with a principal balance of approximately \$24,000.00/00.

Both parties warrant that, except for the first mortgage indebtedness on the property, neither has incurred any other

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liens, judgments, encumbrances or assessments of a special or general nature outstanding against the property of his or her making. If any are discovered after the entry of a judgment for dissolution of marriage, upon notification, that party shall immediately arrange to pay and discharge said liens, judgments, encumbrances or assessments and that party shall indemnify and hold the other harmless from any liability thereon.

During the time that the property remains on the Market, In exchange for Antonio's waiver of any interest in the Business commonly known as A.Q.T.V. SERVICE and in all of the rents received from the property, Adeles shall be responsible for the payment of the mortgage and any and all customary costs that may be incurred pending the sale of the property and prior to the sale of the residence, neither party shall incur any additional liens or encumbrances without the written consent of the other party.

*Repairs required by any municipality shall be paid 50/50 equally by the parties.*  
 The parties are presently the owners of a business known as A.Q.T.V. Located at 4207 West North Avenue, Chicago, Illinois Antonio waives any and all rights title and interest in and to said Business and upon the entry of the judgment for dissolution of Marriage, Antonio shall not be responsible for any debts or liabilities associated with the business *but for tax liabilities the parties have incurred until the closing of the sale of the property*

*residence Antonio will continue working at the business and Adeles shall continue giving Antonio \$100 per week..*

PERSONAL PROPERTY

1. Except as otherwise provided in this agreement, each of the

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parties agrees that each shall have and retain sole and exclusive right, title and interest, respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this agreement, including, but not limited by, all businesses, all choses in action, interests as trustees and beneficiaries of trusts, bank accounts, profit sharing, bonds, stocks, closely held securities, and real estate, the parties acknowledge that they do not have any pensions, profit sharing or other retirement plans.

The parties shall remain with the vehicle(s) presently in their possession and shall be responsible for any outstanding loans on the vehicle and shall indemnify the other party should they be called upon to pay for any outstanding loan of the other party's vehicle.

The parties acknowledge and agree that the parties have an interest in Adelees Quintana's personal injury case. The parties agree that Antonio Quintana's share of the proceeds of the personal injury case shall be \_\_\_\_\_ per cent. Adelees Quintana shall provide Antonio with the name, address and phone number of the personal injury lawyer.

## ARTICLE IV

### DEBTS

1. The parties agree that except as otherwise provided in this Agreement, each party shall bear sole liability for any and all

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debts and liabilities which he or she has respectively incurred, and the parties so incurring same shall indemnify and hold the other party harmless with respect thereto. Neither party shall hereafter contract any debt or liability, whatsoever, for which the other can be held liable.

## ARTICLE V

### ATTORNEYS' FEES AND COSTS

2. The parties agree that each of them shall pay and defray any and all remaining fees and costs due their respective attorneys, and save, indemnity, and hold harmless the other of and from any further responsibility for such fees and costs.

The parties acknowledge that they have been fully advised of their right to a full and complete hearing with independent counsel with respect to their attorneys' fees under Section 508 of the Illinois Marriage and Dissolution of Marriage Act, and have knowingly and voluntarily waived their rights to said hearing.

## ARTICLE VI

### EXECUTION CLAUSE

1. Each of the parties agrees to execute and acknowledge, upon the effective date of this Agreement, the legal documents necessary or proper to vest the titles and estates in the respective parties as provided in this Agreement. Both parties also agree to execute at any time as the need arises all documents which may be necessary to carry out the purposes of this Agreement. If either party for any reason fails or refuses to execute any such documents, then this Agreement shall itself constitute: (1) a full and effective

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present transfer, assignment and conveyance of all rights designated in this Agreement to be transferred, assigned, and conveyed; and (2) a full, present and effective relinquishment and waiver of all rights designated to be relinquished and waived under this Agreement.

## ARTICLE VII

### GENERAL PROVISIONS

1. Except as is otherwise provided herein, each of the parties waives and relinquishes all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession any of the property of which the other party may die seized or possessed (should either of the parties die intestate). This Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form. The estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.
2. Except as is otherwise provided herein, each of the parties relinquishes, releases, waives, quitclaims and grants to the other (or his or her heirs, personal representatives and assigns) all

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rights of inheritance, descent, distribution, community interest, and any and all other right, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship. This waiver includes rights he or she otherwise has 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, whether in possession or in expectancy, and whether vested or contingent.

3. Each party further agrees for himself or herself, his or her heirs, personal representatives, and assigns, that neither of them shall at any time in the future 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 paragraph. Each party agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party.
4. Each party agrees to execute, acknowledge, and to deliver, at the request of the other party, 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 to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this Agreement shall operate or shall be construed as a waiver or release by either party to the other of any obligation on the part

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- of the other to comply with the terms of this Agreement.
5. This instrument contains the whole, entire and complete agreement made of the parties; has been examined by each of the parties, assisted by counsel of his or her respective choice; and is believed by each of them to be fair, just and equitable in all respects.
  6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of each of the parties.
  7. Except for the terms herein concerning the support, custody or visitation of the minor children, this Agreement shall not be changed, modified or altered by any order of Court after this Agreement has been incorporated into a judgment of Dissolution of Marriage, or after it has become effective by the entry of any judgment for Dissolution of Marriage.
  8. This Agreement shall become effective and binding upon the parties only upon the entry of a judgment for Dissolution of Marriage between the parties.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and date first above written.

---

**ADELEES QUINTANA**




---

**ANTONIO QUINTANA**

Carmen M. Quinones  
 Attorney for Petitioner  
 180 W. Washington St., #910  
 Chicago, IL 60602  
 312-701-1113





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Therefore, by virtue of the Statute of the State of Illinois, and on motion of the said attorney for Petitioner, it is the Judgment of the Court, and IT IS HEREBY ORDERED:

- A. That the bonds of marriage heretofore existing between the Petitioner, Adelees Quintana, and the Respondent, Antonio Quintana, be dissolved and the marriage is accordingly dissolved as to both Parties, pursuant to the statute of the State of Illinois in such cases made and provided, being the Illinois Marriage and Dissolution of Marriage Act.
- B. That the Marital Settlement Agreement dated October 17, 2006, and hereinafter set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said agreement are expressly ratified, confirmed, approved and adopted as the judgment and order 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; each of the parties hereto shall perform under the terms of said agreement.
- C. That each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.
- D. Any right, claim, demand, or interest of Adelees Quintana and Antonio Quintana in and to maintenance for themselves from the other, whether past, present, or future, and in and to the

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property of the other, whether real, personal, or mixed, of whatsoever 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 existing between Adelees Quintana and Antonio Quintana, except as expressly set forth in the aforesaid settlement agreement, is forever barred and terminated.

- E. That Adelees Quintana can resume the use of her former name \_\_\_\_\_ if she so desires.
- F. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of the Judgment for Dissolution of Marriage, including all the terms of the marital settlement agreement made in writing between the parties hereto, as hereinabove set forth.

ENTER:

Judge

<b>ENTERED</b>	
JUDGE MICHELLE LOWRANCE-1661	
OCT 17 2006	
DOROTHY BROWN	
CLERK OF THE CIRCUIT COURT	
OF COOK COUNTY, IL	
DEPUTY CLERK	

CARMEN M. QUINONES  
 Attorney for Respondent  
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 Chicago, Illinois 60602  
 312-701-1113