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MAIL TO:

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Bensenville, IL 60106

THE UNDERSIGNED AS ATTORNEY FOR THE PETITIONER, HILDA RIVERA n/k/a "Candelaria", HEREBY CERTIFIES THAT:

ATTACHED HERETO AS EXHIBIT "A" IS A TRUE, CORRECT, AND COMPLETE COPY OF THE JUDGMENT FOR DISSOLUTION OF MARRIAGE DATED FEBRUARY 26, 2007 ENTERED IN THE CIRCUIT COURT OF COOK COUNTY, CHICAGO, ILLINOIS TO BE RECORDED AGAINST THE REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS AND LEGALLY DESCRIBED AS FOLLOWS:

THE SOUTH 1/3 OF LOT 55 IN WILLIAM ZELOSKY'S FOSTER AVENUE GARDEN LOTS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION SEVEN, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1920 AS DOCUMENT 6856019, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-07-413-021-0000

PROPERTY ADDRESS: 5031 N. NASHVILLE AVENUE, CHICAGO, IL 60656

DATED: JUNE 8, 2007



MYRNA SMITH, ATTORNEY FOR
HILDA RIVERA, n/k/a "Candelaria".



Doc#: 0715960063 Fee: \$66.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/08/2007 03:20 PM Pg: 1 of 22

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

IN RE: THE MARRIAGE OF)
HILDA RIVERA,)

Petitioner,)

No. 04 D 5550)

and)

DOMICIANO RIVERA,)

Respondent.)

ENTERED
JUDGE KATHLEEN KENNEDY-1718
FEB 26
MAR 20 2007
ROSEMARY BROWN
DEPUTY CLERK
OF COOK COUNTY, IL

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE came on for trial on the Petition for Dissolution of Marriage filed by petitioner, HILDA RIVERA, who appeared in open court in person and by her attorney Myrna Smith of the Law Office of M. Fuentes-Smith & Associates. Respondent, DOMICIANO RIVERA, appeared in open court in person and by his attorney Anthony R. Burch of Burch & Associates. The Court conducted the trial over three days in November 2006 during which it heard the testimony, observed the demeanor, and evaluated the credibility of the witnesses, and received stipulations and documents in evidence. In addition, respondent's petition for temporary and permanent decrease in child support filed November 3, 2006, and the parties' contribution petitions were taken with the trial. After considering all of the evidence and the reasonable inferences drawn from the evidence, as well as the arguments and presentations of the parties, and the factors set forth in the Illinois Marriage and Dissolution of Marriage Act (IMDMA), and being fully advised in the premises, the court makes the findings and draws the conclusions that follow. The findings include significant facts, but not every fact established by the evidence and considered by the court.

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FINDINGS AND CONCLUSIONS

1. The Court has jurisdiction of the parties and the subject matter.
2. Petitioner and respondent are residents of the State of Illinois, they were residents of the State of Illinois at the time this action was commenced, and the residence has been maintained for more than ninety (90) days preceding the making of this finding.
3. Petitioner and respondent were married on October 17, 1992, and the marriage is registered in Chicago, Illinois, County of Cook.
4. One child was born to the parties prior to the marriage and acknowledged by respondent as his child, namely, Hilda Monique Rivera, born August 11, 1989. No children were adopted by the parties, and petitioner is not pregnant.
5. Petitioner and respondent have lived separate and apart for a continuous period of in excess of two years, and irreconcilable differences between them caused the irretrievable breakdown of their marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

THE PARTIES, THEIR EMPLOYMENT AND THEIR RESIDENCES

6. Petitioner is currently 37 years old and employed full-time by the Chicago Public Schools as a teacher's assistant and part-time by Curves as an instructor. In 2005 petitioner earned \$31,637.00 total gross income from her employment.
7. In October 2004 petitioner moved from the marital residence to the condominium where she now resides, which is located at 4921 N. Harlem, 2nd Floor, Chicago, Illinois. She purchased the condo in September 2004 using \$30,000 advanced from marital funds as agreed between the parties. The parties stipulated that the condo has a fair market value of \$195,000 with \$150,000 owed on the mortgage and equity of \$45,000.

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8. The parties' daughter, who will be 18 years old in about six months, resides with petitioner. She stayed over at respondent's residence a couple of times in 2005. The parties presented no joint parenting agreement and no evidence to support a joint parenting order.

9. Respondent is currently 49 years old and employed by the Cook County Sheriff, where he has been employed since August of 1991. Respondent's 2005 income tax return shows that he earned \$97,542.00. This figure includes his Cook County earnings, as well as his earnings from Albertsons, where he was employed from December 1980 until March 2006, most recently as manager of the security department. The total also includes earnings from what respondent characterizes as "seasonal" employment with the Chicago Park District. Respondent stopped working for Albertsons in March of 2006 for health reasons. He explained that his health is not good because he is diabetic. Respondent testified that he works security for the Chicago Park District when called and that August 2006 was the last time when the Park District called him.

10. Respondent resides in the marital home located at 5031 North Nashville Avenue in Chicago, Illinois. The parties stipulated that the marital home has a fair market value of \$345,000. On October 13, 2004 respondent refinanced the mortgage on the marital home by obtaining a \$220,000 line of credit from which he paid off the previous mortgage as well as a prior line of credit. Petitioner has not contributed to the payment of the line of credit or the new mortgage. Petitioner computes the equity in the home to be \$203,500.00 with reference to the original 1998 purchase price, contending that intervening refinances and loans that took place during the marriage must be disregarded. Respondent computes the equity in the home to be \$125,000 with reference to the \$220,000.00 mortgage balance on the home. There is no legal basis to use petitioner's equity computation, and respondent's figure should be used.

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11. The court ordered respondent to pay child support in the amount of \$1,230.00 per month beginning in December 2004.¹ Both Albertsons and Cook County withheld child support from respondent's paychecks until March 2006 when respondent resigned his employment with Albertsons for medical reasons. Respondent admits that he has paid only \$675 per month child support since March 2006 and that he failed to pay any support from his Chicago Park District earnings. Petitioner claims that respondent owes her \$2,609.05 in child support based on the additional \$15,298.72 he earned in 2005 from his employment with the Chicago Park District, as well as \$4,112.00 based on the \$514 per month child support order running with regard to his employment at Albertsons after he stopped working there.

12. Both parties filed federal income tax returns as head of household in 2005 and claimed their daughter as a dependent. A balance of \$2,650.00 remains in escrow from what respondent represented to be his 2005 tax refund.

PENSIONS

13. Respondent has a pension with Albertsons, which is valued at \$101,484.00 as of May 8, 2006. Respondent also has a pension with Cook County, which is valued at \$74,346.45 as of August 25, 2006. The parties did not stipulate to the marital portions of the pensions. However, respondent offered figures that he claims are the marital portions of his pensions, specifically, \$83,395.10 of the \$101,484.00 Albertsons pension and \$69,129.60 of the \$74,346.45 Cook County pension, which appear to be accurate values and are accepted by the court.

14. Respondent took out a loan on his Albertsons pension in the original amount of \$37,700.00 on June 25, 2003. Petitioner's Exhibit 51, admitted pursuant

¹ The parties agreed that the court entered this child support order, reflected in two separate amounts referring to two different employers, in December 2004. However, the record contained no child support orders, only notices to withhold income, one to Albertsons for \$514 per month and one to Cook County for \$675 per month. At the end of the trial the court entered two Uniform Orders for Support nunc pro tunc to December 2004. On November 3, 2006 respondent filed his Petition for Temporary and Permanent Decrease in Child Support, and the court took the issue of modification of child support with the trial.

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to stipulation, shows that as of May 8, 2006 respondent paid the loan down to \$28,352.88, at \$166.28 per week, having made 135 of a total of 250 payments. Petitioner claims that the loan is dissipation, but respondent took out the loan prior to the time when the marriage was undergoing an irreconcilable breakdown, therefore, it is not. (see DISSIPATION below).

15. Petitioner has a pension with the Municipal Employees' Annuity and Benefit Fund of Chicago, which she valued at \$15,700.00 in her November 2006 disclosure statement, all of which is marital.²

CREDIBILITY

16. Petitioner takes the position that after she and her husband decided to separate they reached an agreement whereby she would receive an advance of \$30,000 for her interest in the marital assets which she would use to purchase a condominium. Respondent acknowledges that he and his wife reached an agreement, but he denies reaching the agreement petitioner describes; he maintains that they agreed that she would receive a total of \$80,000 for her share of the marital residence and his pensions. During his testimony, as distinct from his trial memorandum, respondent indicated that he and his wife reached their agreement during a conversation at Dunkin' Donuts in the fall of 2003. Respondent asks the court to enforce that agreement pursuant to section 502 of the IMDMA. Petitioner denies having the conversation at Dunkin' Donuts and the agreement allegedly reached during that conversation, yet she relies on the conversation to support her dissipation claim, that is, that the marriage was undergoing an irreconcilable breakdown in October 2003.

17. Neither party is wholly credible regarding their purported agreement, based in part on the inconsistencies in their testimony. Even if the court believed that the parties reached an agreement, the evidence failed to establish that the agreement was "attendant upon the dissolution of their marriage" within the

² The court used the November 2006 value instead of the January 2006 value because it is closer to the time of trial and to the valuation date of respondent's pensions.

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meaning of and enforceable pursuant to section 502 of the IMDMA. See 750 ILCS 5/502. Therefore, it is equitable to treat the \$30,000 petitioner received simply as an advance of marital funds to her which should be debited from her share upon the division of the marital assets. In addition, and again due to inconsistencies in the testimony, neither party is wholly credible regarding the timing of the breakdown of the marriage. After assessing credibility and considering all the evidence, the court expressly finds that the Rivera marriage was undergoing an irreconcilable breakdown as of March 2004.

18. Petitioner questions the veracity of respondent's claim that he is not in good health due to diabetes in light of his testimony about his activities and his failure to offer corroborating medical evidence. The court believes respondent's testimony that he has been diagnosed with diabetes and that as a result he resigned from one of his two full-time jobs. However, there is no evidence that respondent is significantly impaired by his medical condition in that he continues to work a full-time and a seasonal job, as well as participate in motorcycle-related activities. Therefore, the court does not give respondent's claim of poor health any weight as a factor in dividing the property and deciding the issue of contribution to attorney's fees and costs.

DEBT

19. Petitioner testified to \$3,347.88 in credit card debt she incurred to furnish the condo which the court concludes is marital. Respondent should be responsible for one half of this credit card debt which equals \$1,673.94. Additional marital debt consists of the loan from respondent's Albertsons pension in the amount of \$37,700 taken out on June 25, 2003 and paid down solely by respondent to \$28,352.88 as of May 8, 2006. It is equitable that the pension loan be paid equally by the parties.

DISSIPATION

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the marriage was undergoing irreconcilable breakdown. The uncontradicted testimony that respondent paid all the bill, and that the parties resided together but not as husband and wife in the marital home until October 2004 is sufficient to meet respondent's burden to establish by clear and specific evidence how he spent the \$2,600 in August and September 2004, and he will not be charged with dissipation of those funds.

25. Respondent's dissipation claim must fail because petitioner wrote the \$12,600 check for cash in February 2004 before the marriage was undergoing irreconcilable breakdown, and petitioner purchased property with a \$30,000 agreed-upon advance of marital funds. Respondent wrote the checks and took care of the finances. His testimony that he lacked knowledge of his wife's actions with regard to the \$30,000 for the condo and the \$12,600 loan is not credible.

MAINTENANCE

26. Neither party is seeking maintenance. Petitioner owns property and will receive property pursuant to this judgment. Petitioner is therefore fully able to provide for her own support, and she does not require any maintenance from respondent. Respondent owns property and will receive property pursuant to this judgment. Respondent is therefore fully able to provide for his own support, and he does not require any maintenance from petitioner.

CHILD SUPPORT AND OTHER BENEFITS FOR THE CHILD

27. Petitioner asks for (a) \$4,112.00 in back child support from respondent's job at Albertsons and (b) \$2,609.05, in child support respondent did not pay from his undisclosed job with the Chicago Park District. She asks that respondent pay these amounts in a lump sum on the date of entry of judgment, or in the alternative, as a delinquency reflected in a modified child support order

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and reported to the IRS for interception by the IRS of respondent's tax refund.³

28. Respondent filed his petition for temporary and permanent decrease in child support on November 3, 2006. He alleges in his petition (the exhibits attached to the petition were stricken and not considered by the court), and the evidence established a substantial change in circumstances which supports a modification of child support in that he is no longer employed by Albertsons. Petitioner did not establish that respondent resigned from Albertsons in bad faith to defeat his child support obligation. Neither party offered proof of respondent's current net income. Therefore, child support must be based on respondent's 2005 net income from Cook County, along with his 2005 net income from the Chicago Park District. However, only gross income figures are available: \$47,707.69 from Cook County and \$15,298.72 from the Chicago Park District, which totals \$63,006.41 gross. After deducting 22% (\$13,861.41) as a reasonable figure to account for taxes and allowable deductions, respondent's net income is \$49,145. Guidelines support calculated on a biweekly basis is \$378.04 (20% of a \$1,890.20 biweekly income), which computes to \$819 per month. Therefore, respondent's child support obligation should be reduced to \$378.04 biweekly effective November 3, 2006. Based on respondent's admitted failure to pay the court-ordered amount of child support a child support arrearage of \$3,598 exists which accrued from April through October 2006 ($\$514 \times 7$) and an additional child support arrearage of \$576 exists which accrued from November 2006 through February 2007 (the difference between \$819 and \$575 ($\$144 \times 4$)), assuming respondent paid \$675 for each of those four months. There is no legal basis to award back child support from respondent's undisclosed income, but only to include that income for current child support.

³ It is the court's understanding that tax refund interception is available only to IV-D program participants, and there is no evidence that petitioner participates in that program.

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29. Both parties propose health insurance provisions for the benefit of their daughter. Specifically, petitioner proposes the following: "Any medical expenses not covered by petitioner's insurance for the minor child shall be solely paid by respondent." Respondent proposes the following: "The Parties shall both maintain medical and dental insurance coverage for the minor child. Petitioner's medical insurance coverage shall be primary and Respondent's shall be secondary. Any and all costs or expenses associated with medical, dental, hospital, nursing and medicine costs and expenses for the minor that are not covered by either Parties' insurance shall be split equally between Petitioner and Respondent. Petitioner shall give Respondent reasonable advance notice in the event of incurring charges for the medical or dental needs of the minor child. The Parties shall cooperate and provide the other with all necessary documentation, which includes, but is not limited to plans, claim forms, explanations of benefits, insurance cards and reimbursements to have each Party's insurance cover any medical and dental needs of the minor child. Within ten (10) days from the date of entry of this judgment, each Party shall tender to the other proof of said insurance." There is no evidentiary basis to support an order that both parties provide health care coverage for the child, although they may both do so voluntarily. Petitioner will receive sole custody of the child, and she is willing to cover the child's health insurance with respondent's contribution being the payment of all health care expenses that are not covered by her insurance. Petitioner's proposed resolution of the issue is equitable and should be ordered.

30. Both parties propose life insurance provisions for the benefit of their daughter. Specifically, petitioner proposes the following: "Respondent to maintain a life insurance policy on his life in the amount \$100,000.00 and naming the minor child as an irrevocable beneficiary." Respondent proposes the following: "Each Party shall keep and maintain an insurance policy or policies on

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his or her life with a minimum combined benefit of Two Hundred and Fifty Thousand Dollars (\$250,000.00) in full force and effect, by paying the premiums thereon as the same shall fall due and by doing any and all other acts and things necessary and/or expedient to that end. Each policy shall name the minor child as the beneficiary. Within ten (10) days from the date of entry of this Judgment, each Party shall tender to the other proof of said insurance." The evidence establishes that the parties' daughter will be 18 in about six months and that respondent has health concerns because he has diabetes. Therefore, respondent should be required to maintain a life insurance policy on his life in the amount of \$10,000.00 naming the minor child as an irrevocable beneficiary, until the child turns 18, with the life insurance provision subject to reinstatement and increase if respondent is ordered to contribute to the educational expenses of his daughter pursuant to section 513 of the IMDMA.

DIVISION OF PROPERTY

31. By stipulation, the parties have agreed that petitioner will keep, as her sole and separate property, the 2003 Ford Escape SUV that she currently has in her possession and that respondent will keep, as his sole and separate property, the 2005 Ford F250 truck and the 1988 Acura Legend that he currently has in his possession. There is no credible evidence that respondent owns a boat.

32. Respondent currently owns a 2005 Harley-Davidson motorcycle which is valued at \$12,300.00. Respondent's testimony about a stream of trade-ins for new motorcycles which commenced before the marriage failed to overcome the presumption that the motorcycle, purchased during the marriage with a trade-in of another motorcycle purchased during the marriage, is marital property.

33. Petitioner contends that she should receive a larger share of the marital property considering the parties' lengthy marriage, disparity in income, her waiver of maintenance, and respondent's dissipation of marital assets.

Petitioner's dissipation claim has been rejected, and the income disparity is less

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substantial now than it was in 2005 due to respondent's resigning from one of his two full-time jobs in March 2006. Although the court determined that it will not give respondent's claim of poor health any weight as a factor in dividing the property and deciding the issue of contribution to attorney's fees and costs, it is not appropriate to compare the parties' incomes before respondent resigned from Albertsons. Respondent contends that he should be awarded a larger share of his pensions because of the exceptional contribution he made by working two full-time jobs. After considering these factors and the other statutory factors, the court is convinced that an equitable distribution in this case means that petitioner should receive 55% and respondent should receive 45% of the total marital estate calculated as follows: total estate = \$353,174.70 (\$125,000 plus \$45,000 plus \$15,700 plus \$12,300 plus \$82,395.11 plus \$69,129.59), minus the pension loan of \$37,700, which should be repaid on a 50-50 basis equals \$315,474.70, 55% of which is \$173,511.08 and 45% of which is \$141,963.61. Petitioner receives condo (\$45,000), her pension (\$15,700), cash in escrow (\$2,650) credit for \$48,850 (\$30,000 as an advance on her share and \$18,850 as her payment of one half of the pension loan) and must be paid \$61,311.08 to total \$173,511.08. Respondent receives house (\$125,000), motorcycle (\$12,300), debit for \$48,850, his pensions (\$152,524.70) and must pay petitioner \$61,311.08 and pay the pension loan \$37,700 to total \$141,963.61. Respondent's cash payment of \$61,311.08 must be made no later than April 3, 2007.

ATTORNEY'S FEES

34. Petitioner filed on December 22, 2006 her supplemental petition for contribution to attorney's fees pursuant to 750 ILCS 5/508. Both parties filed petitions for contribution to attorney's fees in August 2006.

33. Section 503 of the IMDMA provides that "[a]ny award of contribution to one party from the other party shall be based on the criteria for division of marital property under this Section 503 and, if maintenance has been awarded, on the criteria for an award of maintenance under Section 504." 750 ILCS 5/503.

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In In re Marriage of Schneider, 214 Ill. 2d 152, 824 N.E. 2d 177 (2005), the Supreme Court explained that contribution to attorney's fees and costs may be awarded from the opposing party where one party establishes that she lacks the financial resources so is unable to pay and the other party has the ability to pay. The Schneider court pointed out that "[f]inancial inability exists where requiring payment of fees would strip that party of her means of support or undermine her financial stability." (internal citation omitted). In determining whether to order contribution the court may consider the parties' conduct during the litigation, for example, a frivolous failure to compromise, a delay in responding to discovery, or an unwillingness to cooperate in providing information. See, e.g., In re Marriage of Mantei, 222 Ill. App. 3d 933, 583 N.E. 2d 1192 (1991); In re Marriage of Hassiepen, 269 Ill. App. 3d 559, 646 N.E. 2d 1348 (1995).

Petitioner is seeking a judgment against respondent for attorney's fees and costs in the amount of \$29,632.02 plus any additional fees incurred for the fee petition. Her request is based in part on a list of what she characterizes as frivolous litigation by respondent and litigation necessitated by respondent's non-compliance with discovery. The record reflects substantial fees incurred by petitioner as a result of respondent's pre-trial, but not trial conduct. In addition, the disparity in the earning capacities of the parties shows that respondent is able to pay attorney's fees and costs and rules out any contribution by petitioner to respondent's attorney's fees. Therefore, respondent should be ordered to contribute \$6,000 to petitioner's attorney's fees and costs, considering that he already paid pursuant to pre-trial orders \$2,000 in Rule 137 sanctions and \$2,000 in interim fees.

SUMMARY

To summarize payments to be made by respondent to petitioner no later than April 3, 2007: \$4,174 child support arrearage (payment to be made in a lump sum considering the age of the parties' child), \$61,311.08 for petitioner's share of the marital property, \$1,673.94 for respondent's share of petitioner's credit card

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debt and \$6,000 contribution by respondent to petitioner's attorney's fees and costs for a total of \$73,159.02.

WHEREFORE, IT IS HEREBY ORDERED:

1. The bonds of matrimony existing between petitioner, Hilda Rivera, and respondent, Domiciano Rivera, are hereby dissolved.

2. Petitioner is granted sole custody of the minor child Hilda Monique Rivera, and respondent is granted liberal visitation.

3. Respondent shall pay child support in the amount of \$378.04 per biweekly until the child attains the age of 18. However, if the child will not graduate from high school until after attaining the age of 18, then the child support termination date shall be no earlier than the earlier of the date on which the child's high school graduation will occur or the date on which the child will attain the age of 19. In addition, respondent shall pay no later than April 3, 2007 his child support arrearage in the amount of \$4,174. A single Uniform Order for Support with these provisions shall issue separately. Post-high school educational expenses of the parties' child shall be paid pursuant to section 513 of the IMDMA.

4. Petitioner shall maintain health insurance for the minor child, and respondent shall pay any and all health care expenses not covered by petitioner's insurance.

5. Petitioner is entitled to claim the parties' child as a dependent for income tax purposes. Respondent shall be solely liable to the IRS for any deficiency resulting from his claiming the parties' child on his 2005 tax return.

6. Each party is permanently barred from seeking maintenance from the other.

7. The following is the division of marital property in accordance with Section 503 of the Illinois Marriage and Dissolution of Marriage Act, after taking into consideration each of the enumerated factors of Section 503(d), particularly

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the duration of the marriage, the contribution by both parties to the acquisition, the preservation and the increase in the value of the marital property, the value of the property assigned to the parties, the disparity in the parties' earning capacity and that the division of property is in lieu of maintenance for petitioner:

a. Each Party shall retain their respective current places of residence as his or her sole property, free of any right, title, or interest of the other Party. Each Party shall and does hereby indemnify and hold the other Party, his or her heirs, executors, and assignees, free and harmless from any liability related thereto. Specifically, petitioner shall retain the condominium located at 4921 North Harlem Avenue in Chicago, Illinois as her sole property, free of any right or interest of respondent [hereinafter referred to as petitioner's home]. Petitioner shall and does hereby indemnify and hold respondent, his heirs, executors, administrators, and assignees free and harmless of and from any liability for the mortgage, real estate taxes (whether billed or unbilled), insurance premiums, and all other expenses in any way connected with petitioner's home. Specifically, respondent shall retain the marital home located at 5031 North Nashville Avenue in Chicago, Illinois as his sole property, free of any right or interest of petitioner [hereinafter referred to as respondent's home]. To the extent that petitioner's name is on the title of the property located at 5031 North Nashville, within 7 days of the entry of this judgment, petitioner shall deliver to respondent a properly executed quitclaim deed, in form satisfactory to respondent, conveying to respondent all of petitioner's interest, if any, in the title to respondent's home. Respondent shall pay the expenses of the conveyance. Respondent shall and does hereby indemnify and hold petitioner, her heirs, executors, administrators, and assignees free and harmless of and from any liability for the mortgage, real estate taxes (whether billed or unbilled), insurance premiums, and all other expenses in any way connected with respondent's home.

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b. Respondent shall retain the Harley-Davidson motorcycle, worth \$12,300.00, as his sole and separate property, free of any right, title, or interest of petitioner, and he shall and does hereby indemnify and hold petitioner, her heirs, executors, and assignees free and harmless from any liability therefor.

c. Petitioner shall retain the 2003 Ford Escape that is currently in her possession as her sole and separate property, free of any right, title, or interest of respondent, and she shall and does hereby indemnify and hold respondent, his heirs, executors, and assignees free and harmless from any liability therefor.

d. Respondent shall retain the 2005 Ford F250 truck and the 1988 Acura Legend as his sole property, free of any right, title, or interest of petitioner, and he shall and does hereby indemnify and hold petitioner, her heirs, executors, and assignees free and harmless from any liability therefor.

e. Petitioner shall keep her Municipal Employees' Annuity and Benefit Fund of Chicago pension as her sole and separate property, free of any right, title, or interest of respondent, and respondent hereby waives and relinquishes any and all rights, title and interest in said pension.

f. Respondent shall keep his Albertsons pension and his County of Cook pension as his sole and separate property, free of any right, title, or interest of petitioner, and petitioner hereby waives and relinquishes any and all rights, title and interest in said pension.

g. Respondent shall pay petitioner \$61,311.08 by April 3, 2007 for petitioner's share of the marital property. Any and all liabilities associated with this transfer shall be the sole responsibility of respondent and respondent shall and does hereby indemnify and hold petitioner, her heirs, executors, and assignees free and harmless from any liability therefor.

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h. The respondent's 2005 tax refund in escrow with petitioner's attorney client trust account is awarded to petitioner.

8. Respondent shall be responsible for paying off the \$37,700.00 loan that was taken against his Albertsons pension, and he shall and does hereby indemnify and hold petitioner, her heirs, executors, and assignees free and harmless from any liability therefor. Respondent shall also be responsible for paying one half of petitioner's credit card debt by paying her \$1,673.94 by April 3, 2007.

9. Each Party shall retain the furnishings, furniture, art work, silver, clothing, jewelry, and like personal property presently in each party's possession as each party's sole and separate property, free of any right, title, or interest in the other party.

10. Except as otherwise herein provided, each party shall pay the debts, obligations, tax liabilities, and bills that he or she has incurred or hereafter incurs (including also obligations regardless by whom incurred associated with assets received by each party pursuant to this judgment), and each party shall keep the other, his or her legal heirs, personal representatives, and assignees, free and harmless and indemnified of and from any liability for the debts, obligations, tax liabilities, and bills that he or she has incurred or hereafter incurs (including also obligations regardless by whom incurred associated with assets received by each party pursuant to this judgment).

11. Petitioner shall pay her own attorneys' fees, expert fees, and costs incurred in or related to this matrimonial litigation, except respondent shall contribute to petitioner's fees and costs by paying her \$6,000 by April 3, 2007. Respondent, without contribution by petitioner, shall pay his own attorneys'

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fees, expert fees, and costs incurred in or related to this matrimonial litigation.

12. Except as set forth in this judgment, each party is barred from asserting any and all claims against the other for dower rights, homestead rights, inheritance rights, and any and all other property rights and claims that either now has or may hereafter acquire against the other.

13. Each of the parties is barred from asserting all right to act as administrator-with-the-will-annexed of the estate of the other party and from all right to inherit by intestate succession any of the property of which the other Party may die seized or possessed, and should either of the parties hereto die intestate, this judgment shall operate as a bar to all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married; each of the parties hereto being respectively granted the right to dispose, by testamentary disposition or otherwise, of his or her respective property in any way that he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein. The foregoing provisions shall override any contrary provision in any will, trust agreement, beneficiary designation, or other instrument executed prior to the effective date of this judgment.

14. All the rights, claims and demands, of every kind, nature and description, which each Party has or may hereafter have, or claim to have against the other, including all liabilities now or at any time hereafter existing between the Parties hereto, by reason of any cause to the date hereof, shall be and the same are forever discharged, extinguished, released and ended; and all matters and charges whatsoever, and any and all manner of actions or causes of actions,

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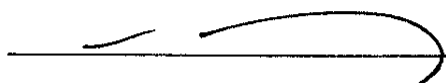
suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims, torts, and demands whatsoever in law or in equity, which each Party ever had, has, or which he or she, his or her heirs, executors, administrators or assignees, or any of them, hereafter can, shall or may have against the other (as the case may be) for or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date hereof, shall be and the same are forever released, discharged, barred, terminated and extinguished; provided, however, nothing contained herein shall release, limit, modify, or abridge the obligation of the Parties to perform, execute and carry out the provisions of the Judgment.

15. Except as otherwise provided, each of the parties shall make, execute, acknowledge, and deliver upon the effective date of this judgment good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, each party shall make, execute, acknowledge and deliver any and all documents that may be necessary or proper to carry out the purposes of this judgment and to establish of record the sole and separate ownership of the several properties of the parties in the manner herein provided. If either party hereto for any reason shall fail or refuse to execute any such documents, or if no document is called for, then this judgment 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 designated to be relinquished and waived. In the event that either party shall fail or refuse to execute or deliver any such documents, any judicial officer of the Circuit Court of Cook County is authorized to make, execute, and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trusts.

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16. This court retains jurisdiction of this cause for the purposes of enforcing the provisions of this Judgment for Dissolution of Marriage and granting such other and further relief as the court deems equitable and just.

ENTER:

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I hereby certify that the document to which this certification is affixed is a true copy.

Date 10-2-07 Dorothy Brown

Dorothy Brown
Clerk of the Circuit Court
of Cook County, Ill.

