

9.

ATTORNEY NO. 40917

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

IN RE THE MARRIAGE OF:)
FORTINA ARAUJO)
Petitioner,)
and)
PEDRO MARTINEZ)
Respondent.)

Judge Eileen Mary Brewer

SEP 26 2007

No. 07 D 9226

[Signature]
Circuit Court - 1841

②

8001

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter coming on to be heard on the verified Petition for Dissolution of Marriage filed by the Petitioner, FORTINA ARAUJO, and it appearing to the Court that the Respondent, PEDRO MARTINEZ, has had due notice of the pendency of this suit, that he has filed his Appearance thereto, Pro Se, on Stipulation of the parties that this be heard as an uncontested matter, the Petitioner, FORTINA ARAUJO, appearing in open Court in person and by Andrew L. Spivack, her attorney, and the written Marital Settlement Agreement of the parties having been presented to this Court, and the Court, having heard the testimony and evidence of the Petitioner and being fully advised in the premises.

FINDS

1. This Court has jurisdiction over the parties hereto and the subject matter hereof.
2. At the commencement of the within action, Petitioner was an actual resident of the State of Illinois and has maintained a residence in the State of Illinois for at least ninety (90) days immediately and continuously preceding the entry of this Judgment for Dissolution of Marriage.
3. The parties were lawfully joined in marriage to each other on September 11, 1999, in Chicago, Illinois and the marriage was registered in Cook County, Illinois.



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Doc#: 0908339022 Fee: \$56.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 03/24/2009 01:29 PM Pg: 1 of 11

JFD - 1

[Signature]

P10

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4. Three children were born to the parties as a result of their marriage, and said child are: Leslie, born on September 7, 2000, presently 6 years old, Ashley, born on July 6, 2003, presently 4 years old and Crystal who was born on October 21, 2005 and is one years old.

5. The parties are separated and have lived separate and apart for a continuous period in excess of six months, and irreconcilable differences have caused the irretrievable breakdown of their marriage. The Court further finds that efforts at reconciliation have failed, and that future attempts at reconciliation would be impracticable and not in the best interests of the family.

6. The parties have entered into a Marital Settlement Agreement dated July 30, 2007, concerning the questions of the maintenance of the Petitioner and the Respondent, the respective rights of each party in and to the property and income of the other, 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. Said Agreement was entered into evidence and leave was given to withdraw the original thereof and incorporate same bodily into this Judgment for Dissolution of Marriage. All of the provisions of said Agreement are expressly ratified, confirmed and adopted as the Orders 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, which is in words and figures as follows:

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Attorney No. 37701
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION

IN RE THE MARRIAGE OF:)
)
FORTINA ARAUJO,)
)
Petitioner,)
)
and)
)
PEDRO MARTINEZ)
)
Respondent.)

No.: 07 D 9226

MARITAL SETTLEMENT AGREEMENT

This Agreement is made and entered into this 30th day of July, 2007, by and between FORTINA ARAUJO (hereinafter known as Fortina), and PEDRO MARTINEZ, (hereinafter known as Pedro).

WITNESSETH

WHEREAS, the parties were lawfully joined in marriage to each other on September 11, 1999, in Chicago, Illinois, and their marriage was registered in Cook County, Illinois; and

WHEREAS, irreconcilable and unfortunate differences have arisen between the parties which have rendered impossible a continuation of the marital relationship existing between them and as a result of which the parties hereto ceased living together as husband and wife and they are, and have been estranged from each other since March 31, 2000; and

WHEREAS, three children were born to the parties as a result of their marriage, and said child are: Leslie, born on September 7, 2000, presently 6 years old, Ashley, born on July 6, 2003, presently 4 years old and Crystal who was born on October 21, 2005 and is one years old.

No other children were born to or adopted by the parties hereto, and Fortina is not now pregnant.

WHEREAS, FORTINA has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County known as Case No. 07 D 9226 and said case remains pending and undetermined; and

WHEREAS, without any collusion as to any dissolution proceedings between the parties, but without prejudice to any right of action for dissolution which either may have, the parties hereto consider it in their best interests to settle between themselves, now and forever, the questions of maintenance and support, custody and education of their minor child, and to forever, finally and fully settle and adjust the

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respective rights of property or otherwise growing out of the marital or any other relationship now or previously existing between them, and which either of them now has or may hereafter have or claim to have against the other, or in and to any property of the other, now owned or which may hereafter be acquired by either of them; and

WHEREAS, FORTINA has had the benefit of counsel of Andrew L. Spivack as his attorney, and PEDRO has chosen not to obtain an attorney, and the attorney for FORTINA has participated in the drafting of this Agreement, and this Agreement purpose to be, and is, in fact, a written expression of the oral Agreement heretofore entered into between the parties, and his attorney has notified PEDRO that he is not her attorney and cannot represent her, since that would constitute a conflict of interest, and said attorney for FORTINA has advised PEDRO that, in drafting this Agreement and in all other matters, he is acting solely as the attorney for FORTINA and he has advised PEDRO to seek counsel to represent her in this matter, but she chooses not to do so. PEDRO states that he has carefully read this Agreement and fully understands its terms; and

WHEREAS, each party has made full disclosure to the other of the property owned by each of them and of the income derived there from and from all other sources, and each is fully advised as to his or her rights in relation thereto; and

WHEREAS, it is the desire of the parties hereto to settle their respective rights as to the property owned by them, should a Judgment for Dissolution of Marriage be granted therein; and

NOW, THEREFORE, in consideration of the premises and the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

RIGHT OF ACTION

This Agreement is not made to induce either PEDRO or FORTINA to obtain or stimulate a Judgment for Dissolution of Marriage. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regarding their marriage.

ARTICLE I

CUSTODY

FORTINA shall have the sole care, custody, control and education of the minor children of the parties namely Leslie, Ashley and Crystal.

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ARTICLE II

VISITATION

Pedro shall have the right to liberal and reasonable visitation with the parties children including visitation during the week and on weekends and holidays. The parties agree that they will work together and mutually agree on dates and time for such visitation to occur.

The parties hereto further mutually covenant agree that they shall use their best efforts to foster the love, respect and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the children that will give the children the maximum feeling of security.

ARTICLE III

CHILD SUPPORT

Pedro shall pay to Fortina as and for child support, the sum of \$500.00 per month which the parties agree is consistent with the statutory guidelines for child support. The parties agree that the child support payment shall be made by Order of Withholding.

ARTICLE IV

HEALTH INSURANCE AND LIFE INSURANCE

The parties agree that Pedro will continue to provide health and dental insurance on behalf of the minor children at his sole cost and expense. The parties shall be equally responsible for the payment of any out-of-pocket medical or dental expenses for the minor child not covered by insurance.

Pedro will also maintain a minimum of \$50,000.00 of life insurance on his life with the minor children as the sole and irrevocable beneficiaries and Fortina as the trustee.

ARTICLE V

COLLEGE

Both parties shall be responsible for the college education of their child pursuant to the applicable sections as set forth in 750 ILCS 5/513. The parties' obligation to contribute to the college expenses shall be based upon the financial ability of each of the parties to contribute at the appropriate time as well as taking into consideration any scholarships, grants, loans or other financial assistance that may be available.

In addition, the parties' obligation to pay and contribute to the college education expenses shall be limited to four consecutive years beginning not more than one year after graduation from high school, except in the case of illness or military service.

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Further, the parties obligation to contribute to college expenses shall not continue beyond the child reaching twenty-three years of age and shall also terminate upon the child's completion of an undergraduate or vocational school program or upon the child's marriage or the child's discontinuance of his education (except in the event of serious illness).

The decisions effecting the college education of the child, including the choice of college or other institutions, shall be made jointly by the parties taking into consideration the express preference of the child. In the event the parties cannot agree as to any issue relating to the child's college education, the issue shall be submitted to the Court upon appropriate Petition and Notice.

ARTICLE VI

MAINTENANCE

Each of the parties hereto waives their respective right to request the payment of maintenance from the other party, past, present or future.

ARTICLE VII

REAL ESTATE

The parties own the former marital residence located at 6132 School Street in Chicago, Illinois. The property is presently on the market for sale. At the time the property is sold, Fortina shall receive 75% of the net proceeds and Pedro shall receive 25% of the net proceeds after payment of all closing costs, broker's commission and attorneys fees.

ARTICLE VIII

PENSION, PROFIT-SHARING AND OTHER RETIREMENT ACCOUNTS

Each party shall receive as his or her sole and separate property any pension, profit sharing or other retirement account that they have in their own name and the other party waives any and all interest in any such accounts.

ARTICLE IX

AUTOMOBILES

A Nissan Pathfinder automobile shall be Pedro's sole and exclusive property. Fortina shall execute any title or other documents, if any, to transfer ownership to Pedro and he shall indemnify and hold FORTINA harmless as to any and all losses, costs or claims by reason of said automobile. A certain Chevy Cavalier automobile shall also be the sole property of Pedro and he shall indemnify and hold Fortina harmless as to any and all losses, costs or claims by reason of said automobile. Fortina shall execute any title or other documents, of any, to transfer ownership to Pedro.

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ARTICLE X

FURNITURE AND PERSONAL PROPERTY

The parties have agreed upon a division of the furniture, personal property and each of the parties shall receive those items in their respective possession, free and clear of any interest of the other party or as otherwise agreed upon.

ARTICLE XI

DEBTS

Each party shall be solely responsible for the payment of his or her own bills, debts and financial obligations incurred on their own behalf and each agrees to indemnify and hold the other party harmless thereon.

ARTICLE XII

ATTORNEYS' FEES

FORTINA agrees that she shall pay for her own attorney fees and cost incurred in this action and she waives his right to a contribution hearing.

EXECUTION OF DOCUMENTS

Each of the parties shall promptly, upon demand of the other party, perform all acts required by this Marital Settlement Agreement and shall execute, acknowledge and deliver good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as provided in said Agreement and shall hereafter, at any time and from time to time, execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purpose of said Agreement and to establish of record the sole and separate ownership of the several property of said parties in the manner therein agreed and provided.

AGREEMENT INCORPORATED INTO JUDGMENT

FOR DISSOLUTION OF MARRIAGE

In the event a Judgment for Dissolution of Marriage is entered in the pending matter, this Agreement and all of its provisions shall be incorporated into any such Judgment for Dissolution of Marriage, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending cause. The Court, on entry of a Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement, which Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrator, assigns, devisee and grantees of the parties hereto.

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RELEASE

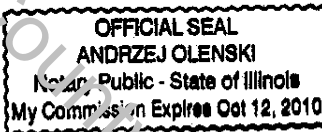
Except as otherwise provided herein, each of the parties hereto does hereby forever relinquish, release, waive and quitclaim to the other party hereto, all rights of dower and homestead and all property rights and claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise, by reason of the marital relationship now existing between the parties hereto or by virtue of any present or future law of any state or of the United States of America or of any other country, in or to or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereof further covenants and agrees, for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never, at any time hereafter, sue the other party or his or her heirs, executors, administrators or assigns for the purpose of enforcing any of the rights relinquished under this paragraph.

IN WITNESS WHEREOF, FORTINA and PEDRO have hereunto set their respective hands and seals the day and year first above written.

Fortina Araujo
 FORTINA ARAUJO, Petitioner

Signed and sworn to before me
July 30, 2007.

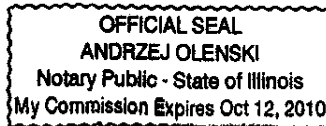
Andry Oleski
 Notary Public



Pedro Martinez
 PEDRO MARTINEZ, Respondent

Signed and sworn to before me
July 30, 2007

Andry Oleski
 Notary Public



Law Offices of
 Andrew L. Spivack
 738 N. Wells, Ste. 200
 Chicago IL 60610
 (312) 274-0600
 Atty. #37701

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THE WEST 30 FEET OF LOT 8 IN CHAS. BOOTH'S BELMONT AVENUE ADDITION TO CHICAGO, OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTH 10 ACRES OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N 13-20-322-030-0000

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NOW, THEREFORE, IT IS ORDERED, ADJUDGED and DECREED, and this Court, by virtue of the power and authority therein vested and the Statutes in such case made and provided, DOTH HEREBY ORDER, ADJUDGE and DECREE as follows:

A. That the parties are awarded a dissolution of marriage and the bonds of matrimony heretofore existing between the Petitioner, FORTINA ARAUJO, and the Respondent, PEDRO MARTINEZ, be henceforth and forever dissolved, and the same are dissolved accordingly, and the parties are, and each of them is, freed from the obligations thereof.

B. That the written Marital Settlement Agreement of the parties dated July 30, 2007 be and is hereby incorporated into and made a part of this Judgment for Dissolution of Marriage, and the parties shall be bound by the terms and provisions thereof, and said provisions shall be in full force and effect, as if said provisions were set forth here, verbatim.

C. That the parties further agree that they entered into said Marital Settlement Agreement freely and voluntarily.

D. That this Court expressly retains the jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment for Dissolution of Marriage, including all of the terms of the Marital Settlement Agreement made in writing between the parties, as hereinbefore set forth.

ENTER: _____

JUDGE

Andrew L. Spivack
738 N. Wells, Ste. 200
Chicago IL 60610
(312) 274-0600
Atty. #40917

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

March 24 09 Dorothy Brown
Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL