

Prepared by:

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Amado de Leon  
1916 N. Mozart  
Chicago, IL 60647

## SEPARATION AGREEMENT

This agreement is made and executed by and between Amado De Leon  
referred to as "Husband," and Silvia De Leon, referred to as  
"Wife."

Husband  Wife is a member of the U.S. Armed Forces.

The parties to this Agreement are lawfully married. Because of marital difficulties, the parties  
have separated or will separate on March 1st 2013 with the intention of remaining  
separate and apart.

### Children

- The parties have no children born of the marriage.
- The parties have \_\_\_\_\_ children together:

Name (first, middle, last)                      Date of Birth

\_\_\_\_\_  
N/A  
 \_\_\_\_\_



Doc#: 1331034025 Fee: \$72.00  
 RHSP Fee: \$9.00 RPRF Fee: \$1.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 11/06/2013 09:44 AM Pg: 1 of 5

Legal Custody of the above-named minor child(ren) is awarded to:

- Husband
- Wife
- Husband and Wife jointly. As joint legal custodians, the parties shall together make every major decision involving the child

Physical Custody of the above-named minor child(ren) is awarded to:

- Husband with a visitation/time sharing schedule to Wife as described below.
- Wife with a visitation/time sharing schedule to Husband as described below.
- Husband and Wife, jointly, with a visitation/time sharing schedule as described below.

Visitation/Time Sharing Schedule for the above minor child(ren) shall be as follows:

- The parties shall arrange reasonable visitation
- Visitation/time sharing schedule shall be as set forth in the attached Parenting Plan.
- Neither Husband nor Wife shall remove the child/ren from the Island of Oahu, State of Hawaii, to a permanent residence outside the Island of Oahu, State of Hawaii, without the prior written consent of the other party.

Each party shall support the child(ren) in having the best possible relationship with the other party, shall never disparage, denigrate or belittle the other parent in the presence of the child(ren), shall never argue or fight with the other party in the presence of the child(ren), and shall always do whatever they reasonably can to ensure that there is as much consistency and continuity as possible in the manner in which the child(ren) receives guidance and nurturance in all areas of his/her life.

Each party shall keep the other party informed of their residence address and telephone number for so long as any child of the parties is a minor. The parties shall share the medical and school reports for the child/ren on a regular basis.

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**Family Support.** The parties acknowledge the servicemember's obligation to provide adequate financial support (referred to as "family support") of a spouse, child, or other dependent for which the member receives additional allowances for support.

Payment of family support shall be as follows:

- Beginning with the first payment on N/A, Husband shall pay to Wife \$ 0 in family support per month. Payment shall be made by  allotment  automatically recurring electronic transfer.
- Beginning with the first payment on N/A, Wife shall pay to Husband \$ 0 in family support per month. Payment shall be made by  allotment  automatically recurring electronic transfer.
- The parties agree to waive family support. (The servicemember understands that the Department of Defense can terminate allowances and recoup "with dependent" rate allowances for those periods of nonsupport of dependents.)

**Tax Benefits.** The parties may by mutual agreement file income tax returns using the tax status "married filing jointly."

If the parties file separate tax returns, the following provisions shall apply:

1. The party entitled to claim the **child's dependency exemption and child tax credit** shall be
  - the party with physical custody of the child
  - the non-custodial parent. The custodial parent agrees to execute tax form 8332 releasing the exemption right to the non-custodial parent.

2. **Alimony**

- No portion of Family Support shall be designated as alimony.
- \$ 0 of the monthly Family Support agreed to herein above shall be designated as alimony. The difference shall be designated as child support. The parties understand that alimony is tax deductible by the payer and must be included in the other spouse's income.

**Military Benefits.**  Husband  Wife shall do the following to preserve the military benefits which the spouse and/or children are currently receiving:

1. maintain medical and dental insurance for the benefit of the  spouse  child(ren). Any additional medical and dental expenses not covered by insurance shall be paid 0 % by Husband and 0 % by Wife.
2. renew or cooperate in renewing military dependent ID cards of the  spouse  child(ren)

**Exclusive Use of Residence.** Prior to their separation, the parties resided together at

4850 W. Concord Place  
Chicago IL 60639

- Husband is awarded the sole and exclusive use of said premises. Wife shall not enter the premises except by invitation of Husband. Wife shall turn over any house keys, mailbox keys, and garage opener belonging to the premises to Husband. Wife further agrees not to give notice to the landlord to vacate or otherwise interfere with Husband's use of the premises until the lease expires or Husband voluntarily vacates, whichever occurs first.
- Wife is awarded the sole and exclusive use of said premises. Husband shall not enter the premises except by invitation of Wife. Husband shall turn over any house keys, mailbox keys, and garage opener belonging to the premises to Wife. Husband further agrees not

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to give notice to the landlord to vacate or otherwise interfere with Wife's use of the premises until the lease expires or Wife voluntarily vacates, whichever occurs first.

### Property

The parties have agreed to the following terms regarding bank savings, checking, credit union accounts and securities (stocks, bonds, mutual funds, etc.):

- There are none.
- Each is awarded those titled in their name alone.  
 Husband is awarded: 1916 N. Mozart St  
Chicago IL 60647
- Wife is awarded: None

**Vehicles.** The parties have agreed to the following terms regarding their vehicles (autos, trucks, motorcycles, trailers, campers, boats, etc.):

- There are no vehicles.
- Each is awarded those titled in their name alone.  
 Husband shall retain sole and complete possession of: Ø
- There is a loan securing said vehicle.  Wife /  Husband agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
- Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.
- Wife shall retain sole and complete possession of: Ø
- There is a loan securing said vehicle.  Wife /  Husband agrees to pay and be responsible for the full outstanding balance of the loan and to defend, indemnify, and save the other party harmless from any suit or claim asserted against him/her on account of any said debt.
- Necessary transfer documents shall be signed no later than 45 days following the signing of this agreement.

The parties have agreed to the following terms regarding all other assets (Personal Belongings, Furniture, Household Effects, Art, Stamps, Coins, Tools, Equipment, Jewelry, Accounts Receivable, Investment Assets, Business Assets, Cemetery Plots or Niches, Tax Refunds Due, etc.):

- Each party is awarded the personal belongings and the household effects in his/her possession.
- Husband is awarded: N/A
- Wife is awarded: N/A

The parties have agreed to the following terms regarding all outstanding debts:

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- There are no joint debts.
- Each party shall pay all of the credit card and other debt, if any, now in his/her name alone.
- Husband shall pay: Property located at  
1916 N. Mozart St  
Chicago IL 60647
- Wife shall pay: Property located at  
4850 W Concord Place  
Chicago IL 60639

### Powers of Attorney

- All powers of attorney issued by either party shall remain in full force and effect.
- The parties acknowledge that, regarding powers of attorney, any principal/agent relationship is hereby terminated. All powers of attorney issued by either party to the other are hereby revoked. The parties agree to surrender any document authorizing them to act as attorney-in-fact or agent for the other to the issuing party and to provide a list of all entities or person with whom the document was used to transact business on the principal's behalf. Except as otherwise herein stated, the parties agree not to represent that they are acting on behalf of the other through a power of attorney. Each party agrees to indemnify and hold harmless the other for any obligations or liability resulting from the use, implied or actual, of a power of attorney issued from one of the parties to the other.

Other: \_\_\_\_\_

Any issues not addressed in this Agreement shall be reserved for a court of competent jurisdiction.

The terms of this Agreement are intended to apply only to the period of separation of the parties. In the event of a divorce, Husband and Wife agree not to petition the court to affirm or incorporate this Agreement in any final decree without the written consent of both parties.

This Agreement shall be deemed null and void in its entirety if (1) both parties revoke the Agreement in writing, (2) the parties reconcile and resume living together, or (3) the Agreement is superseded in its entirety by a court order. Any terms of this Agreement not superseded by a court order shall remain valid and in effect.

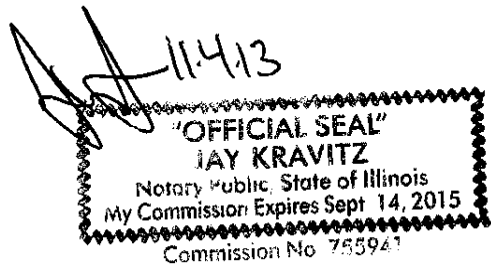
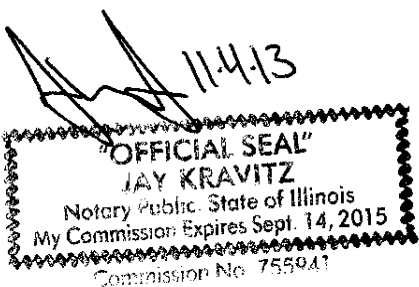
This Agreement becomes effective on the following date: \_\_\_\_\_

[Signature]  
Signature of Husband

*ILL  
DRV  
LIC*

[Signature]  
Signature of Wife

*ILL  
DRV  
LIC*



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EXHIBIT

QUIT CLAIM DEED

The Grantors, Amado De Leon and Silvia De Leon of 1916 N. Mozart, Chicago, IL 60647 for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, do hereby Convey and Quit Claim to the Grantee, Amado De Leon, of 1916 N. Mozart, Chicago, IL 60647, the following described real estate situated in the County of Cook, in the State of Illinois, to wit:



Doc#: 1326816014 Fee: \$42.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Affidavit Fee: \$2.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/23/2013 11:34 AM Pg: 1 of 3

THE SOUTH HALF OF LOT 9 IN BLOCK 2 IN HANSBROUGH AND HESS SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS

Permanent Tax Number: 13-36-306-036-0000

Commonly known as: 1916 N. Mozart, Chicago, IL 60647

SUBJECT TO:

- (a) General real estate taxes not due and payable at time of closing;
- (b) Covenants, conditions and restrictions of record, building lines and easements if any.

And the said Grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois providing for the exemption of homesteads from sale on execution or otherwise.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantors aforesaid have hereunto set their respective hand and seal this 13 day of August, 2013

"EXEMPT" UNDER PROVISIONS OF PARAGRAPH E, SECTION 4, REAL ESTATE TRANSFER TAX ACT.

*Amado De Leon*  
Amado De Leon

*Silvia R De Leon*  
Silvia De Leon

S yes  
P 3/14/13  
S ✓  
M No  
SC yes  
E yes  
INT ✓