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Memorandum of Judgment

IN THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS

SARA SANDOVAL

v.

MARGARITO SANDOVAL



Doc#: 1523234050 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/20/2015 01:08 PM Pg: 1 of 6

Recorder's Stamp

No. 2012 D 4564

MEMORANDUM OF JUDGMENT

A Judgment for Dissolution of Marriage order was entered on April 30, ~~2012~~ ²⁰¹⁵, a copy of which is attached as Exhibit A. Under the terms of that Order, particularly and without limiting the generality of the foregoing, under paragraphs 4 a-g, Carmen M. Quinones, Sara Sandoval's Attorney CLAIMS a lien in the amount of \$10700.00 plus interest against the property located in the City of Chicago, County of Cook and legally described as follows:

Claimed
Lien,
\$10700.00

LOT 73 IN DAVIS SQUARE ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 454 FEET OF BLOCK 2 AND THE WEST HALF OF BLOCK 1 IN W.L. SAMPSON'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The common address of said property is: 4324 S. Marshfield, Chicago, IL 60609

The PIN numbers: 20-06-405-121-0000

Please mail this document to preparer: Law Offices of Carmen M. Quinones, 629 Green Bay Road, Suite #5, Wilmette, Illinois 60091 Telephone: 847 920-0200 FAX 847-920-1239

CCRD REVIEWER

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

#12895

IN RE THE MARRIAGE OF:)
)
)
SARA SANDOVAL,)
Petitioner,)
)
vs.)
)
MARGARITO SANDOVAL,)
Respondent.)

CASE NO.: 2012 D 4564
CALENDAR:
Associate Judge John Thomas Carr
APR 30 2015
Circuit Court - 1948

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming to be heard for trial on the Petition for Dissolution of Marriage of SARA SANDOVAL, being represented by the law firm of CARMEN QUINONES, the Petitioner proceeded to trial, and the Respondent, MARGARITO SANDOVAL, being represented by the law firm of RANGEL, RANGEL & ASSOCIATES; and the Court having taken testimony in open Court in support of the verified Petition filed herein, a certificate of which has been filed herewith, and being fully advised in the premises;

FINDS:

1. That the Court has jurisdiction over the parties and the subject matter.
2. That the Petitioner, SARA SANDOVAL, was a resident of the State of Illinois and the County of Cook at the time the Petition for Dissolution of Marriage was commenced and has maintained said residence for ninety (90) days next preceding the making of the findings.
3. That the parties were lawfully married on August 6, 1983, and said marriage was registered in Mexico, and the couple thereafter cohabited together as husband and wife until separating on or about March, 2012.
4. That irreconcilable differences have arisen causing the irretrievable breakdown of the marriage; that efforts at reconciliation have failed and future attempts would be impracticable and not in the best interests of the parties.
5. That two children were born to the parties, namely; Paloma Sandoval, (f) born April 27, 1986, age 28 years and emancipated, and Sofia Sandoval, (f), born April 13, 1994, age 20 years and emancipated. That no other children were born to or adopted by the parties and the Petitioner, SARA SANDOVAL, is not currently pregnant.
6. That the Petitioner, SARA SANDOVAL, is currently employed and self-supporting. That the Respondent, MARGARITO SANDOVAL, is currently employed managing the marital property, and is self-supporting.

as.

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7. That the parties proceeded to trial but reached a full settlement and all issues were settled; further, there will be no further evidentiary proceedings and if there should be any disagreements, the Court shall make the final decision.

WHEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Petitioner, **SARA SANDOVAL**, and the Respondent, **MARGARITO SANDOVAL**, are hereby dissolved and the marriage is terminated.
2. **MAINTENANCE:**
 - a. **SARA** waives and releases any and all rights she may have in and to maintenance and support from **MARGARITO**, whether past, present or future.
 - b. **MARGARITO** waives and releases any and all rights he may have in and to maintenance and support from **SARA**, whether past, present or future.
3. **PERSONAL PROPERTY:** Each party shall retain the personal property in his or her own possession as his or her sole property, free of any claim from the other as follows:
 - a. Each party is awarded the personal property in his/her possession.
 - b. **SARA** is awarded 50% of the marital portion of **MARGARITO'S** pension. The division of the pension funds shall be pursuant to a Qualified Domestic Relations Order.
 - c. Each party is awarded the automobile in his/her possession and shall be solely liable for that automobile and shall release and hold the other party harmless from any and all expenses, claims, liens, loans, and any other liabilities associated with the automobile in his/her possession.
 - d. Each party is awarded the bank accounts in his/her name, if any.
4. **REAL PROPERTY:**
 - a. The parties acquired the following real property during the marriage: 1301 East Ave., Berwyn, Illinois; 2642 W. Luther, Chicago, Illinois; 4324 S. Marshfield, Chicago, Illinois; 4334 S. Marshfield, Chicago, Illinois; 4319 S. Marshfield, Chicago, Illinois; 4557 S. Hermitage, Chicago, Illinois; 1808-10 W. 46th Street, Chicago, Illinois; 4826 S. Paulina, Chicago, Illinois; 22 Heroico Colegio Militao #22, located in Mexico; and Calle Cinco de Mayo, #7, located in Mexico.
 - b. **SARA** is awarded the real estate located at 1301 East Ave., Berwyn, Illinois and 22 Heroico Colegio Militao #22, located in Mexico.

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- c. **MARGARITO** is awarded the real estate located at 1808-10 W. 46th Street, Chicago, Illinois and Calle Cinco de Mayo, #7, located in Mexico.
- d. The remaining real estate shall be listed for sale within 7 days after entry of this Judgment for Dissolution of Marriage. The parties shall fully cooperate with the realtors in the listing of said properties and in the sale of the properties by signing any and all documents necessary.
- e. That until the properties are sold, **MARGARITO** shall be responsible for collecting the rents and maintaining said properties. He is to keep an accounting of all income and expenses on a monthly basis until the properties are sold. **MARGARITO** shall provide said accounting to **SARA** on a monthly basis. That the services of the management company is terminated effective March 31, 2015, and said company is to provide an accounting of income it received to both parties.
- f. **MARGARITO** shall open a checking account for the sole purpose of depositing all income collected from the properties. **MARGARITO** is to pay himself \$1,000.00 per month and is to pay **SARA** \$1,500.00 per month on or before the 7th of each month. After that, **MARGARITO** is responsible for paying the costs associated with said properties, in the following order: mortgages, utilities, and maintenance fees if any. Once **SARA** receives the payment of the offset as set forth in paragraph g, her monthly payment will be reduced to \$1,000.00 per month.
- g. The proceeds from the sale of the properties sold shall be disbursed in the following order: **First**, the attorneys' fees of both parties are to be paid in full; **Second**, **SARA** is to receive payment for the offset of the difference between the equity of the property located at 1301 East Ave., Berwyn, Illinois and equity of the property located at 1808-10 W. 46th Street, Chicago, Illinois. The parties are bound by the appraised values set forth in the appraisals obtained by the parties in January, 2013 and February, 2013: 1301 East Ave. Berwyn, Illinois appraised value is \$170,000.00 and 1808-10 W. 46th Street, Chicago, Illinois appraised value is \$150,000.00. **Third**, the proceeds are to be used to pay any real estate taxes due for the remaining properties; and **Fourth**, any remaining net proceeds are to be equally divided between the parties.
- h. Once all the properties have been sold, each party shall be solely responsible for the real estate awarded to him/her without contribution from the other party.

The transfer of marital personal and real property as set forth in this Judgment is an acknowledgment of each party's respective contributions to the accumulated marital estate. Said transfer represents a division of the common ownership of marital property all within the scope and intent of 705 ILCS 5/503 (a); and it is not intended that this transfer be a taxable event. The transfer of marital property as is set forth in this Judgment is made in reliance upon Section 422 of the Tax Reform Act and Section 104, which provides for the non-recognition and tax-free treatment of all inter-spousal transfers throughout the marriage and at the time of the Dissolution of Marriage. The contents of this paragraph apply to any changes in the numbering of the above statutes, which may be in effect in the future.

5. **DEBTS:** Each party shall be responsible for any debt he or she incurred in his or her name or for his or her benefit, from March, 2012, and will indemnify the other therefrom.

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6. **POST HIGH SCHOOL EDUCATIONAL EXPENSES:** The parties shall contribute to the post high school educational expenses of their daughter, Sophia, pursuant to 750 ILCS 5/513, or any statute in effect.

8. **GENERAL PROVISIONS**

a. **Non-Taxable Division:** The above and foregoing division of property is contemplated and intended to be nontaxable division to both **SARA** and **MARGARITO** of mutually acquired property acknowledging their respective contributions to the accumulated marital estate and as such is not a sale payment, or transfer to secure a release of marital rights, but is a division by and between the parties of the marital property in which they have a common ownership and mutually acquired during the marriage in accordance with Section 505(e) of the Illinois Marriage and Dissolution of Marriage Act. Therefore, the above division of property is a non-taxable transaction, not subject to gains or losses to either spouse. Accordingly, the basis of each individual asset received is its present marital basis in the hands of the spouse receiving it.

b. **Effective Date:** This Agreement shall be effective upon the entry of a Judgment for Dissolution of Marriage by the Circuit Court of Cook County and shall survive as a contract and shall be enforceable as a separate instrument after the entry of a Judgment for Dissolution of Marriage.

c. **Non-Use of Other's Credit:** Neither **SARA** nor **MARGARITO** may hereafter incur any debts nor obligations upon the credit of the other party, and each shall indemnify, defend and hold the other absolutely harmless from any debt or obligation so charged or otherwise incurred against the credit of the other party.

9. **EXECUTION OF DOCUMENTS:** Each party shall execute any and all documents necessary to carry out the terms of this Judgment for Dissolution of Marriage.

10. **FORMER NAME:** The Petitioner, **SARA SANDOVAL**, is granted leave to resume the use of her maiden name of **deLeon**.

This Court retains jurisdiction of this subject matter and of the parties for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage as hereinabove set forth.

ENTER:

JUDGE

D. Elman
RANGEL, RANGEL & ASSOCIATES
Attorney for Respondent
2332 North Milwaukee Avenue
Chicago, Illinois 60647
(773) 278-8140
Attorney Code: 12895

OK - D. Elman

S.S.

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

Date *5/20/15* *Dorothy Brown*

Dorothy Brown
Clerk of the Circuit Court
of Cook County, IL

