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#40058

THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COOK COUNTY RECORDER OF DEEDS

IN RE MARRIAGE OF:)
)
JOSE ZAMORA,)
) Petitioner,)
and) Case No. 2013 D 005871
)
ANA ZAMORA,)
) Respondent.) Calendar 64

NOTICE OF ATTORNEY FEE JUDGMENT
TO BE PAID AT SALE OF 8354 S. KENNETH AVE., CHICAGO IL 60652

PLEASE TAKE NOTICE that on May 18, 2016 we caused to be filed with the Cook County Recorder of Deeds, this Notice of Attorney Fee Judgment, a copy of which is attached hereto and with the appropriate legal description.

By: 

Adeena Weiss Ortiz
Attorney for Petitioner

Weiss Ortiz Law, P.C.
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Atty. No. 40058



Doc#: 1613945040 Fee: \$84.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/18/2016 11:58 AM Pg: 1 of 8

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irretrievable breakdown of their marriage. Past attempts at reconciliation have failed, and future attempts at reconciliation would be impracticable and not in the best interests of the family.

8. The parties have two (2) children born during the marriage. The children's names, ages and dates of birth are namely, JOHANNA ZAMORA, age seventeen (17) years old, born on June 28, 1998 and JOSE ZAMORA, JR. age thirteen (13) years old, born on April 19, 2002.

9. The parties did not adopt any children. Respondent is not presently pregnant.

10. The minor children have continuously resided in the State of Illinois within the last six (6) months.

11. Illinois is deemed to be the home state of the parties' minor children on the date of the commencement of the proceeding or was the home state of the children within six (6) months before the commencement of the proceeding within the meaning and purview of Chapter 750, Illinois Compiled Statutes, 36/201 of the Uniform Child-Custody Jurisdiction and Enforcement Act.

12. There is no other pending action regarding the parties' marriage in a different jurisdiction.

13. Respondent is not a member of the United States Armed Forces.

WHEREFORE, IT IS ORDERED THAT:

(A) **DISSOLUTION OF MARRIAGE AWARDED:** The matrimonial bonds of the parties are dissolved.

(B) **NOT UNCONSCIONABLE:** This Judgment is not unconscionable.

(C) **PERSONAL PROPERTY:** Petitioner shall have all of his own personal property and his bank accounts in his possession and under his control, free and clear of any interest from Respondent. Petitioner has leave of court to remove the stereo system and his clothes from the marital residence. Respondent shall have all of her own personal property and her bank accounts in her possession and under her control, free and clear of any interest from Petitioner. *Petitioner shall pick up his (clothes) & stereo on Sunday, Nov. 1, 2015 @ 10am from the Kennedy property*

(D) **AUTOMOBILES** Petitioner is awarded the 2012 Dodge Durango and 1992 Riviera free and clear of any claim by Respondent. Respondent is awarded the 2010 Nissan Altima free and clear of any claim by Petitioner. Each party shall be solely responsible and liable for his or her respective car insurance, city stickers, state license plate fees and any other costs and expenses incurred for his or her respective automobile.

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(E) **RETIREMENT ACCOUNT:** Petitioner has a 401(k) retirement account with Metal-Matic, Inc. The marital portion of the account is from September 16, 1997 to the date of entry of Judgment for Dissolution of Marriage. Respondent is awarded fifty (50) percent of the marital portion of the retirement account and Petitioner is awarded fifty (50) percent of the marital portion of the retirement account. Respondent has ninety days leave of court to enter a Qualified Domestic Relations Order ("QDRO"). Respondent shall solely pay for the attorney's fees and costs to enter the QDRO.

(F) **PENSION ACCOUNT:** Respondent has a pension account with Chicago Public Schools. The marital portion of the account is from September 16, 1997 to the date of entry of Judgment for Dissolution of Marriage. Petitioner is awarded fifty (50) percent of the marital portion of the pension account and Respondent is awarded fifty (50) percent of the marital portion of the pension account. Petitioner has ninety days leave of court to enter a Qualified Domestic Relations Order ("QDRO"). Petitioner shall solely pay for the attorney's fees and costs to enter the QDRO.

(G) **403(B) DEFERRED SAVINGS ACCOUNT:** Respondent has a 403(b) Deferred Savings account with Chicago Public Schools. The marital portion of the account is from September 16, 1997 to the date of entry of Judgment for Dissolution of Marriage. Petitioner is awarded fifty (50) percent of the marital portion of the Deferred Savings account and Respondent is awarded fifty (50) percent of the marital portion of the Deferred Savings account. Petitioner has ninety days leave of court to enter a Qualified Domestic Relations Order ("QDRO") or any other instrument that may divide the aforementioned account. Petitioner shall solely pay for the attorney's fees and costs to enter the QDRO.

(H) **KENNETH PROPERTY:** The parties acquired the property located at 8354 South Kenneth Avenue, Chicago, Illinois ("Kenneth Property") during the marriage. There is a joint mortgage with Citizens Bank secured against it. Each party is restrained and enjoined from causing any mortgage, loan or any lien to be recorded against the Kenneth Property. In the event that a party causes a mortgage, loan or lien to be recorded against the Kenneth Property, the party causing the cloud of title shall hold harmless the innocent party.

The Kenneth Property shall immediately be sold with Uriel Ayala of ERA MI CASA REAL ESTATE. Within seven days, each party shall execute and sign a listing agreement with ERA MI CASA REAL ESTATE. The parties shall cooperate with all the reasonable requests of the realtor. ^{the realtor} ~~Petitioner shall have the exclusive right to show the Kenneth Property to any potential buyers.~~ The real estate agent shall ~~also~~ have the right to show the Kenneth Property to potential buyers. Each party shall respond to any offer that is presented by the realtor to them within ~~twenty-four hours.~~

forty-eight (48).

Respondent shall maintain the property in broom clean condition for any showings to potential buyers. In the event that Respondent fails to maintain the property in broom clean condition, ^{the realtor} ~~Petitioner~~ may enter the Kenneth Property to clean it and show the premises to any potential buyer.

The realtor shall give Respondent twenty four hour advance notice of any showing to potential buyers and if he needs to enter to clean the premises.

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Each party is entitled to fifty (50) percent of any net proceeds from the sale of the Kenneth Property after all closing title fees, transfer taxes, real estate taxes, real estate tax pro-rations, real estate commission fees, closing cost credits to Buyer, real estate attorney transactional fees, and any other customary closing fee is paid. Each party shall pay for his or her own individual real estate transactional attorney fee.

Respondent has been presently collecting the monthly rent of \$650 since ^{April,} March, 2015 to the present date. Respondent shall timely pay the mortgage, insurance, ~~real estate taxes~~, utilities and water bill commencing ~~Nov. 1, 2015~~. Respondent shall solely pay any utilities bills that are outstanding, including, but not limited to the water bill. In the event that Respondent fails to pay the aforementioned marital expenses, Petitioner may commence to start to collect the rent upon proper notice and motion for it to be applied towards the joint mortgage of the Kenneth Property.

** The outstanding tax installment shall be paid from the joint gross proceeds from the sale Kenneth property.*
In the event that the court has to execute and/or sign a real estate contract and/or judicial deed pursuant to 735 ILCS 5/2-1305, the court may award attorney's fees and costs to the moving party.

In regards to the mortgage interest and real estate taxes, Petitioner shall claim the aforementioned payments as deductions for the 2015 income tax purposes on his federal, state and local tax returns. In 2016, ~~Respondent~~ shall claim any mortgage interest and real estate taxes until further order of court.

Jose shall pay the monthly PFD bill until the sale of the property. Any balance below \$1,755 shall be paid from the gross proceeds.

(I) **DEBTS:** Except as provided for herein, each party shall be responsible for his or her own debt, loans, and credit cards that are individually in his or her individual name.

(i) Petitioner shall be solely liable for the Charter One, HELOC (\$1,755) and his American Express credit card debts.

(ii) Respondent shall be solely liable for her individual credit card debts, loans, and alleged personal family loans.

(iii) ~~Respondent shall be solely liable for any claim or debt owed to Claudia Giraldo and/or New Century Management & Real Estate and she shall hold harmless Petitioner and indemnify him of any and all claims or liabilities.~~ *OK*

(iv) Jose represents that the State Farm debt and the taxes have been paid in full.

Neither Petitioner nor Respondent may hereafter incur any debts or obligations upon the credit of the other and each party shall indemnify and hold the other party absolutely free and harmless from any debt or obligation so charged or otherwise incurred.

(J) **ALIMONY/MAINTENANCE:** Petitioner waves his right to past, present and future maintenance to be paid by Respondent.

The parties were married for eighteen years. Eighty percent of the marriage is fourteen years and four months. Petitioner shall pay the sum of \$101.73 per week as

~~\$757.00~~
\$121.15

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maintenance to Respondent until further order of court pursuant to the amended provisions of Section 5/504 of the IMDMA.

** Upon the Kenneth Property selling, Petitioner shall pay \$204.46 per week as maintenance.*
Each year, on or before April 16, Petitioner and Respondent shall exchange his and her individual tax returns with all schedules and W-2 or 1099 forms attached to the returns.

Maintenance shall be terminated upon the death of either party, or the remarriage of the party receiving maintenance, or if the party receiving maintenance cohabits with another person on a resident, continuing conjugal basis. Any maintenance paid by Petitioner to Respondent shall be a deduction for him on his federal and state income and Respondent shall report actual maintenance received as income pursuant to the Internal Revenue Code and Department of Treasury Regulations.

(K) **ATTORNEY'S FEES AND COSTS:** The parties acknowledge that they have been fully advised of their right to a contribution hearing under 750 ILCS 5/503 of the Illinois Statutes to determine the obligation of the other party to contribute toward the other's attorney fees and costs, and that each has knowingly and voluntarily waived their respective rights to such a contribution hearing.

Petitioner shall be solely liable for his attorney's fees and costs incurred with MADERA LAW OFFICES, LLC. Respondent shall be solely liable for her attorney's fees and costs incurred with GIL RIVERA, ATTORNEY AT LAW. Respondent has filed a Petition for Interim Attorney's Fees and Costs and it is ~~granted~~ denied. *(Att fees shall pay their respective attorney fees from the proceeds each shall receive from the sale of the Kenneth property.)*

(L) **CHOICE OF LAW AND VENUE:** This Judgment shall be construed under the general laws of the State of Illinois. The venue of this action is in the First District of Cook County, and in the State of Illinois.

(M) **RESUMPTION OF MAIDEN NAME:** RESPONDENT is granted leave of court to resume her maiden name of LEMUS if she desires to do so.

(N) **APPEAL:** For all intensive purposes, this is a final judgment and it may be appealed.

(O) **JURISDICTION:** This Court shall, and it does, retain jurisdiction of the subject matter of this cause and of the parties to this cause for the purpose of enforcing the terms of this Judgment and all related issues.

AGREED:
[Signature]
MADERA LAW OFFICES, LLC
ATTORNEY FOR PETITIONER
5609 SOUTH PULASKI ROAD
CHICAGO, ILLINOIS 60629
ATTORNEY NO. 42366
773-767-0212

AGREED:
[Signature]
ANA LEMUS, Respondent
[Signature]
Judge
Date _____

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Property of Cook County Clerk's Office

I hereby certify that the document on which this certification is affixed is a true and correct copy.

Date 5-18-16 Dorothy Browne
Dorothy Browne
Clerk of the Circuit Court
of Cook County, IL

