

THE COURT FINDS:

A. That the Petitioner, GLORIA E. GIL, was residing in the State of Illinois, County of Cook, at the time this action was commenced and that residency has been maintained for ninety (90) days next preceding the making of the findings herein, and this Court has jurisdiction over the parties hereto and the subject matter hereof.

B. That the parties hereto were lawfully married on April 9, 1984 at Chicago and said marriage was registered in Cook County, Illinois.

C. That three children were born to the parties as the issue of their marriage, namely:

- JUAN S. GIL - born August 13, 1984
- JONATHAN W. GIL - born August 23, 1985
- NATALIE GIL - born July 24, 1986

That no children were adopted by the parties hereto and that the Petitioner is not presently pregnant.

D. That the three children of the parties are presently residing with the Petitioner and is in the best interest and welfare of the said minor children that the sibling's temporary and permanent custody, control and care be awarded to the Petitioner, GLORIA E. GIL.

E. That irreconcilable differences have caused the

irretrievable breakdown of the marriage and future attempts at reconciliation would be impracticable and not in the best interest of the family unit. That the parties have lived separate and apart for a continuous period in excess of six months, since September 12, 1997.

E. That the Petitioner wished to resume and regain the use of her maiden surname, such name being "VIGIL".

F. That the Petitioner has proven the material allegations of her Petition for Dissolution of Marriage by competent and relevant evidence and that a Judgment for Dissolution of Marriage shall be entered herein.

G. That the parties hereto have entered into a oral Property Settlement Agreement which agreement the parties have found to be fair and equitable. This agreement has been presented to the Court and is in words and figures as follows:

1. That the Co-Respondents, JUAN B. CORPEL and MANUEL E. GIL, are dismissed from this cause of action.

2 Respondent does hereby waive any right, claim, demand or interest in and to maintenance, formerly called alimony, from the Petitioner, whether past, present or future.

3. Respondent, JUAN G. GIL, shall pay the Petitioner, GLORIA E. GIL, NON-MODIFIABLE maintenance, formerly called alimony in the amounts listed below:

- a. The monthly mortgage payments on the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois, including principal, interest, real estate taxes and insurance coming due on said real estate. Said monthly mortgage payments shall be paid by the Respondent, JUAN G. GIL, until said real estate is sold. The Petitioner is under NO obligation to ever sell said real estate and may keep it in her name forever if she so desires.
- b. The monthly payments on the second mortgage or home equity loan secured by the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois, including principal, interest, real estate taxes and insurance coming due on said real estate. Said monthly mortgage payments shall be paid by the Respondent, JUAN G. GIL, until said real estate is sold. The Petitioner is under NO obligation to ever sell said real estate and may keep it in her name forever if she so desires.
- c. All repairs and maintenance costs for the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois. Said repairs and maintenance costs shall be paid by the Respondent, JUAN G. GIL, until said

real estate is sold. The Petitioner is under NO obligation to ever sell said real estate and may keep it in her name forever if she so desires.

- d. The balance owed on the 1995 GMC Suburban truck to be paid in the monthly payments owed to the financial institution which holds a lien on said vehicle until said vehicle is paid off in full.

As provided for in the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/510 (c), the Respondent's obligation to pay future maintenance payments set forth herein shall not be terminated or modified for any reason other than the death of the Petitioner or the sale of the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois by Petitioner which the maintenance payments relate to. The maintenance payments provided for in this judgment which are stated in this oral agreement and have been put into writing and approved by the Court are based upon substantial negotiations between the parties. A major portion of the consideration which the Petitioner is receiving is the provision that maintenance shall only be terminated upon her death or upon the sale of the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois by Petitioner which the maintenance payments relate to.

4. Petitioner shall have the permanent custody, control and

care of the three minor children of the parties hereto, namely:
JUAN S. GIL, JONATHAN W. GIL and NATALIE GIL

5. Respondent shall pay Petitioner child support in the following amounts until the emancipation of all three children or until further order of court:

one hundred and fifty dollars (\$150.00) per week

The cost of all utilities except the telephone service relating to the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois, including but not limited to electric, telephone and water.

Cable television service at 6327 N. Tripp Avenue, Chicago, Illinois.

The cost of all the children's clothing, shoes, allowances, fees, entertainment expenses, vacations and any other expenses or costs relating to the three minor children of the parties.

Child support shall not be reduced upon the emancipation of any one child and shall only be reduced / terminated upon the emancipation of all three children as provided for in the Illinois Marriage and Dissolution of Marriage Act, 750 ILCS 5/510 (d). Petitioner may petition the Court for an increase in child support for any reasons for which the Court may deem appropriate.

6. All child support payments shall be paid directly to the

Petitioner, GLORIA E. GIL, instead of through the Clerk of the Circuit Court of Cook County, Illinois. If the Respondent should ever obtain employment wherein he is receiving a paycheck, Respondent shall contact the Petitioner within seven days after obtaining said employment and advise her as to his employer's name and address so

7. Respondent shall provide major medical insurance coverage on the three children of the parties until the children are emancipated or complete college, whichever event shall occur later, but not later than the child reaching 23 years of age. Respondent shall provide Petitioner with evidence of said insurance coverage and that the premiums have been paid.

8. Respondent shall pay for all ordinary and extra-ordinary medical, dental and optical expenses of the three minor children of the parties.

9. Respondent shall maintain an unencumbered life insurance policy on his life in the minimum amount of \$100,000.00 and name Petitioner as irrevocable beneficiary on said policy for the benefit of the three children of the parties. Said insurance coverage shall remain in full force and effect until the three children become emancipated or complete college, whichever event shall occur later, but not later than the child reaching 23 years of age. Respondent shall provide Petitioner with evidence of said

insurance coverage and that the premiums have been paid.

10. Husband shall pay for all educational expenses of the three children of the parties, including but not limited to grammar school, high school, trade school, college and graduate school educational expenses. Said educational expenses shall include but not be limited to tuition, fees, books, uniforms, laboratory fees and miscellaneous.

The Respondent's obligation to pay the children's educational expenses shall not be terminated or modified for any reason. The educational expenses provided for in this judgment which are stated in this oral agreement and have been put into writing and approved by the Court are based upon substantial negotiations between the parties.

11. The Respondent shall have unrestricted access to the three children of the parties at school. The Respondent shall have visitation privileges with the minor children of the parties overnight for three weekends a month provided that the Respondent has a bed for the children to sleep on. Respondent shall have visitation with the minor children on alternating legal holidays with Christmas Eve (December 24th) and Christmas Day (December 25th) both considered holidays, father's day, Respondent's birthday and one-half of the children's birthdays.

12. Neither party shall have the children stay overnight with

them if a non-family member of the opposite sex is present. Obviously, if a party remarries, his or her new spouse is a member of the family and shall not be required to vacate the premises overnight when the children are present.

14. Respondent shall have sole and exclusive ownership of the 1986 Jaguar automobile and 1989 Jaguar automobile, title to which are presently in Respondent's name only. Respondent shall assume, pay and hold Petitioner harmless for any and all debts incurred which represent a lien on said vehicle. Respondent shall remove said vehicles from 6327 N. Tripp Avenue, Chicago, Illinois within seven days of the entry of a Judgment for Dissolution of Marriage dissolving the marriage between the parties hereto.

15. Petitioner shall have sole and exclusive ownership of the 1995 GMC Suburban truck, title to which is presently in Petitioner and Respondent's name only. Respondent shall execute title transferring complete ownership of said vehicle to the Petitioner. The Respondent shall assume, pay and hold the Petitioner harmless for any debts which represent a lien on said vehicle and shall pay the monthly truck payments when they become due. Said monthly truck payments shall be considered maintenance payments to Petitioner.

16. Petitioner shall have sole and exclusive ownership of the balance of funds in all bank accounts in Petitioner's name.

17. Respondent shall have sole and exclusive ownership of the balance of funds in all bank accounts in Respondent's name.

18. Respondent shall assume, pay and hold the Petitioner harmless for any and all debts incurred by the parties, either individually or jointly, up until the date a Judgment for Dissolution of Marriage is entered dissolving the marriage between the parties hereto.

19. The parties have entered into an agreement as to the payment and contribution to attorneys fees which is contained in separate paragraphs in this agreement. Both parties waive their respective rights to a contribution hearing on the issue of attorney's fees and costs pursuant to 750 ILCS 5/503 (j).

20. That Petitioner's attorney, DOUGLAS W. SMITH, is awarded a judgment against the Petitioner, GLORIA E. GIL, and the Respondent, JUAN G. GIL, in the amount of twenty-one thousand one hundred and seventy dollars and seventy-eight cents (\$21,170.78). Said judgment shall represent a lien upon the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois.

21. That the Respondent's attorney, JEFFREY M. JACOBSON, is awarded a judgment against the Respondent, JUAN G. GIL, in the amount of five thousand six hundred and five dollars (\$5,605.00).

22. Petitioner shall have sole and exclusive ownership of the

personal property which is currently in her possession.

23. Respondent shall have sole and exclusive ownership of the personal property which is currently in his possession.

24. Petitioner, GLORIA E. GIL, shall have sole and exclusive ownership of the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois, title to which is presently in Petitioner and Respondent's names and is legally described as follows:

"Lot Eighteen (18) in Enderlin's Rosemont Subdivision in the West half (1/2) of the Fractional Northeast Quarter (1/4) of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois."

PIN # 13-03-204-015-0000

25. Respondent shall execute and deliver to Petitioner his quit claim deed and all other instruments and documents which may be required for the effectual transfer, assignment and conveyance to Petitioner of any and all of his right, title and interest in and to the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois.

26. If Respondent refuses or fails to execute his quit claim deed for said real estate located at 6327 N. Tripp Avenue, Chicago, Illinois within seven (7) days of the entry of a Judgment for Dissolution of Marriage dissolving the marriage between the parties, a judge of the Circuit Court of Cook County, Illinois will

execute said deed in his behalf.

27. Respondent shall immediately pay the delinquent portion of the first mortgage payment and second mortgage (home equity loan) payment on the real estate located at 6327 N. Tripp Avenue, Chicago, Illinois to bring said accounts current. The Respondent is aware that the real estate is in foreclosure and he shall pay all amounts necessary to bring all debts which represent a lien on said real estate current within five days of the entry of the Judgment for Dissolution of Marriage dissolving the marriage between the parties hereto. Said payment by Respondent of the mortgage deficiencies as of the date of the Judgment for Dissolution of Marriage shall be considered a property distribution between the parties.

28. The Respondent shall have sole and exclusive ownership of the business, Gil & Gil Publicidad, and shall assume, pay and hold the Petitioner harmless for any debts relating to said business. The Petitioner waives her interest in said business.

29. The Respondent shall have sole and exclusive ownership of his interest in the real estate located at 6605 N. Damen Avenue, Unit 6605-1, Chicago, Illinois. Said real estate is legally described as follows:

"Unit number 6605-1 as delineated on survey of the following described parcel of real estate

(hereinafter referred to as parcel): That part of the following described parcel taken as one tract of land lying West of the West line of Ridge Road as widened, Lot 1, also Lot 1 in the partition of Lot 2, all in the partition of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian (Except that part of said lots taken for Robey Street) and that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, lying South of the North 70 rods thereof and West of the West line of Ridge Road as widened (Except the West 33 feet thereof taken for street) all in Cook County, Illinois which survey is attached to Exhibit A to Declaration made by Michigan Avenue National Bank of Chicago as Trustee under Trust number 2159 and recorded in the office of the recorder of Cook County, as document number 22251246 together with an undivided 1.234 percent interest of said parcel (Excepting from said parcel all of the property and space comprising all of the units thereof as

defined and set forth in said declaration and survey) in Cook County, Illinois."

PIN # 11-31-400-051-1021

30. The Respondent shall have sole and exclusive ownership of his interest in the real estate located at 4306 N. Lincoln Avenue, Chicago, Illinois. Said real estate is legally described as follows:

"Lot 1 in the Subdivision of Lot 4 of Rudolph and Brown's Subdivision of Lot 2 in Block 1 in Ogden's Subdivision of the Southwest 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois."

PIN # 14-18-304-020-0000

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

I. That a Judgment for Dissolution of Marriage is awarded to the Petitioner and Respondent and the bonds of matrimony existing between the Petitioner, GLORIA E. GIL, and the Respondent, JUAN G. GIL, are hereby dissolved.

II. That the Petitioner resume and regain the use of her maiden surname, such name being "VIGIL".

III. That the aforesaid oral Property Settlement Agreement of the parties of which this Court has been fully apprised and which has been fully set forth in this Judgment for Dissolution of

Marriage and incorporated herein, is hereby approved by this Court as a fair and equitable settlement of the rights of the respective parties hereto.

IV. That each and every provision of the said oral Property Settlement Agreement of the parties hereto shall be binding upon the parties as an order of Court and each of the parties shall comply with said provisions and shall execute all necessary documents to effectuate said provisions.

V. That the Court retains jurisdiction over the parties hereto and the subject matter hereof until this Judgment shall be fully satisfied.

Approved:

Gloria E. Gil

GLORIA E. GIL

Approved:

John G. Gil

JOHN G. GIL



ENTERED

ENTERED
CLERK OF THE CIRCUIT COURT
AURELIA PICCINISKI
JUL 01 1999
JUDGE RICHARD S. KELLY 0287
JUDGE CLERK

DOUGLAS W. SMITH
Attorney #24885
Attorney for Petitioner
3407 N. Pulaski Road
Chicago, IL. 60641-4025
(773) 463-8722

Property of Cook County Clerk's Office

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

I HEREBY CERTIFY THAT THE DOCUMENT TO WHICH THIS
CERTIFICATION IS AFFIXED IS A TRUE AND CORRECT COPY
OF

Judgement
ENTERED FILED ON July 1 19 99

July 13 19 99
Christina Pucanski
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILLINOIS