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WAIVER

I, JOSE ANTONIO REYES, do hereby solemnly swear that I hereby waive all of my rights under paragraph 17 of the Separation Agreement incorporated in the Judgment of Dissolution of Marriage, Case #87D 153901 dated September 28, 1987 and quitclaim all my interest to my ex-wife, ELSIE E. RODRIGUEZ.

Jose Antonio Reyes

JOSE ANTONIO REYES

Subscribed and sworn to me this 21st day of October, 1987.

[Signature]
Notary Public

My commission expires:

2/28/89

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*Address to Dis Agent.
by*

*Notary Public
witness Elsie*

[Handwritten mark]

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PLACITA JUDGMENT

3666888

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

PLEAS, before the Honorable EVELYN JOHNSON
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said
Court, at the Court House in said County, and State, on -SEPTEMBER 28th
in the year of our Lord, one thousand nine hundred and -87. and of the Independence
of the United States of America, the two hundredth and -TWELFTH.

PRESENT: - The Honorable EVELYN JOHNSON
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
RICHARD J. BERON, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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[Handwritten signature]

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Attorney No. 14392

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

IN RE THE MARRIAGE OF:)
)
 ELSIE E. REYES)
 Petitioner,)
)
 vs.) Case No. 87 D 153901
)
 JOSE A. REYES II)
 Respondent.)

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause having come up for hearing before the Honorable JUDGE JOHNSON this 17th day of August, 1987, upon Petitioner's verified Petition for Dissolution of Marriage and Respondent's Response thereto; the parties having stipulated that this matter be heard as a default; Petitioner having appeared in open Court in person and by attorney; the Court having heard the testimony of Petitioner, duly sworn and examined in open Court, and considered all other evidence offered by Petitioner in support of her verified Petition; and the Court being fully advised in the premises, finds as follows:

1. That the Court has jurisdiction of the subject matter and the parties.
2. That Petitioner, at the time this action was commenced, was residing in the State of Illinois and that such residence was maintained for at least ninety (90) days next preceding the making of this finding.
3. That the parties were married on Dec. 7, 1974, at Chicago, IL, and that said marriage is registered at Chicago, IL.

Flow 1st by [Signature]

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4. That, as a result of this marriage, two children were born to or adopted by the parties, namely, JOSE A. REYES III, 1/21/77, and PARICILLA REYES, 2/27/81; that no other children were born to or adopted by the parties; and that Petitioner is not now pregnant.

5. That Petitioner is a fit and proper person to have the permanent care, custody, control and education of the child, and this would be in the best interests of the child.

6. That, at all times, Petitioner has conducted herself as a true, faithful and affectionate wife.

7. That Petitioner and Respondent have lived separate and apart for a continuous period of not less than the preceding six (6) months, and irreconcilable differences have caused the irretrievable breakdown of the marriage.

8. That Petitioner and Respondent have waived the two (2) year requirement by appropriate affidavits and stipulation.

9. That further attempts at reconciliation would be impracticable and not in the best interests of Petitioner, Respondent and the children of the marriage.

10. That, after considering all of the relevant factors, the care, custody, control and education of the minor child of the parties, JOSE A. REYES, age ten (10), and PARICILLA REYES, age seven (7), should be awarded to Petitioner, as this is in the best interests of said child.

11. That Respondent should pay Petitioner the amount of \$75.00 per week for the support of the minor child, plus all reasonable medical and dental expenses.

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12. That Respondent should be awarded reasonable visitation with the minor children of the parties.

13. That the parties have voluntarily entered into a written Separation Agreement, a copy of which has been attached hereto and is incorporated herein by reference, providing for settlement of property, maintenance and other claims which arise out of the marital relationship existing between the parties and which either of them now has or may in the future have against the other; that said written Separation Agreement has been presented to this Court for its consideration and was admitted into evidence; and that the terms of said written Separation Agreement are fair, reasonable and equitable, and the Court approves of all of them.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

A. That the bonds of matrimony between Petitioner, ELSIE E. REYES, and Respondent, JOSE A. REYES II, be and are hereby dissolved, and a Judgment of Dissolution of Marriage is hereby awarded to Petitioner and Respondent.

B. That the care, custody, control and education of the minor child of the parties, JOSE A. REYES, age ten (10), and PARICILLA REYES, age seven (7), be and are hereby awarded to Petitioner.

C. That Respondent pay to Petitioner the amount of \$75.00 per week for the support of the minor child of the parties until further order of the Court.

D. That Respondent be and is hereby awarded reasonable visitation with the minor children of the parties.

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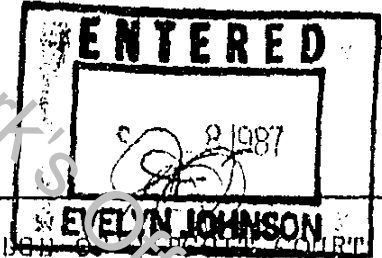
E. That the written Separation Agreement, voluntarily entered into by the parties and attached hereto, be and is hereby incorporated and merged into the decretal section of this Judgment of Dissolution of Marriage as an order of this Court; that, by this reference, said written Separation Agreement be and is hereby made a part hereof as if each provision were set out verbatim in this paragraph; and further that Petitioner and Respondent be and are hereby ordered to comply with each and every provision of the aforesaid written Separation Agreement.

F. That Wife's former name, RODRIGUEZ, be and is hereby reinstated.

G. That this Court shall retain jurisdiction of this cause for the express purpose of enforcing all and singular the terms and provisions of this Judgment of Dissolution of Marriage.

DATE: _____

ENTER:



JUDGE OF PROBATE COURT

Prepared by:
Wayne H. Harrold Jr.
HYAPT LEGAL SERVICES
2318 S. Harlem Avenue
North Riverside, Illinois 60546
(312) 442-0044
Attorney No. 14392

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SEPARATION AGREEMENT

VERIFIED
JAN 17 1981

Pursuant to the laws of this state, this agreement ("Agreement") is made and entered into by and between ELSIE E. REYES ("Wife") and JOSE A. REYES II ("Husband") on the date indicated below.

RECITALS

WHEREAS, the parties hereto have been legally married at Chicago, Illinois on December 7, 1974; the following children have been born as issue of said marriage; JOSE A. REYES, born on January 21, 1977, and PRISCILLA REYES, born on February 27, 1981; and both parties agree that each is a fit and proper person to have custody and control of the children; and

WHEREAS, Wife has employed and had the benefit of Wayne H. Harrold, Jr. of Hyatt Legal Services as her attorney; Husband is not represented by counsel and has chosen to proceed without an attorney as his own free and voluntary act, knowing fully that Wife is so represented; and Husband acknowledges that he never, at any time, consulted with Wife's attorney regarding retaining him in these proceedings and that he is not acting in response to any statements by or conversations with wife's attorney relative to this matter; and

WHEREAS, irreconcilable differences have arisen between the parties making the continuation of their marital relationship impossible; and

WHEREAS, the parties hereto acknowledge that each has been fully informed of the wealth, property, estate and income of the other, that he or she is conversant with all the wealth, property, estate and income of the other and that each has been fully informed of his or her respective rights in the premises; and

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WHEREAS, the parties hereto consider it in their best interest to settle between themselves, now and forever, all matters arising out of their marriage, including, the matter of allowance for Husband and Wife, the matter of custody, support, maintenance, medical and related needs and education of the children of the parties, the rights in or to the property of the parties, the rights in or to the real or personal property of the other whether now owned or hereafter acquired, the rights growing out of their marital or any other relationship now or previously existing between the parties, the rights or claims in and to the estate of the other and all other rights of every kind, nature and description which either party now has or may hereafter have or claim to have against the other.

NOW THEREFORE, in consideration of these facts and circumstances and of the mutual promises made in this Agreement, Husband and Wife each agree:

1. Separation. The parties shall live separate and apart, and each shall go his or her own way without direction, control or molestation from the other, as if unmarried, and each shall not annoy or interfere with the other in any manner whatsoever.

2. Right to Prosecute or Defend Dissolution Action. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and to defend any action which has been or may be commenced by Wife. Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and to defend any action which has been or may be commenced by Husband.

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3. Custody. The care, custody, control, and education of the above-named minor children shall be with Wife, referred to herein as "Custodial Parent." Husband is referred to herein as "Non-Custodial Parent." Custodial Parent shall not permanently remove said children from the jurisdiction of the Court without prior Court order or written consent of Non-Custodial Parent.

It is agreed that Custodial Parent shall have the right to establish the place of residence and domicile of herself and the minor children of the parties hereto. Custodial Parent shall keep Non-Custodial Parent informed as to the exact place where she and the minor children reside.

4. Modification of Custody. The parties have seriously considered the aforesaid custody provisions and determined that they are in the best interests of the minor children. It is contemplated that no modification thereof shall be sought unless significant changes occur in the children's environment or in Custodial Parent's conduct or by further order of the Court.

5. Visitation. Non-Custodial Parent shall have reasonable rights of visitation with the minor children. Said visitation shall take place outside of the home occupied by Custodial Parent and the minor children.

Other visitation by Non-Custodial Parent with the minor children shall be as agreed by the parties. If the parties cannot agree with respect to the foregoing, a court of competent jurisdiction shall make the determination upon proper notice and petition.

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6. Modification of Visitation. The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for other visitation periods, rather than the general provisions shown above, on such specific terms and conditions as are conducive to the best interests and welfare of the minor children.

7. Visitation Notice, Expense and Restriction. Non-Custodial Parent shall give Custodial Parent earliest possible notice of the times the children of the parties will be picked up or visited. The expense of travel, if any, shall be borne by Non-Custodial Parent. Neither party shall remove the children from the state for longer than one (1) month at a time nor more than twice per calendar year.

8. Reservation of Custody. Custodial Parent agrees that in the event of her death prior to the children attaining the age of eighteen (18) years, the Non-Custodial Parent shall have a prior claim to the custody of such children.

9. Child Support. Subject to the further order of the Court, Non-Custodial Parent shall pay to Custodial Parent, as and for support of the minor children of the parties, the sum of \$75.00 per week ^{OR 25% OF HIS NET INCOME} the first payment be no due on the effective date of this Agreement. Said payments for the child shall continue until said child shall become emancipated, married, eighteen (18) years of age or is deceased. All support payments shall be made directly to ^{the wife.} ~~the Clerk of the Circuit Court.~~

10. No Abatement of Child Support. The parties recognize that during extended visitation and vacation periods with Non-Custodial Parent, the cost to Custodial Parent for the children's support will be diminished. As this was contemplated when the total amount of support was determined,

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there shall be no abatement or diminution in child support payments at any time Non-Custodial Parent is exercising his rights to visitation.

11. Medical Insurance and Expenses. Non-Custodial Parent shall maintain, either through his place of employment or independently, a hospitalization insurance policy covering the minor children of the parties during the period of his support obligation. Non-Custodial Parent shall further be responsible for all extraordinary medical, dental and hospital expense required for said minor children. "Extraordinary" for the purposes of this Agreement shall be defined as any medical, dental or hospital expenses incurred on behalf of the minor children which are not covered by Non-Custodial Parent's hospital insurance and which exceed twenty dollars (\$20.00) per month, per child, per illness. In the event of the children's serious illness or the need for extraordinary hospital, surgical, optical or orthodontic care, Custodial Parent shall consult Non-Custodial Parent before incurring expenses. It is understood by both parties that Custodial Parent's obligation to consult Non-Custodial Parent before incurring expenses in any of these connections shall not apply in cases of emergency where the children's lives or health might be imperiled by delay. If the parties cannot agree as to whether an expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition, even after said expense is incurred.

12. Insurance for Child Support. The entire life insurance plan presently held by Non-Custodial Parent shall remain intact with Custodial Parent as beneficiary for the benefit of the minor children of the parties, so long as

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Non-Custodial Parent has an obligation to support the children of the marriage. This plan is described as follows:

13. Tax Exemption. Non-Custodial Parent shall allow Custodial Parent to take the minor children of the parties as exemptions for state and federal tax purposes.

14. Visitation and Support Independent. If Custodial Parent should for any reason fail to comply with the visitation provisions hereinbefore set forth in this Agreement, Non-Custodial Parent shall not be entitled to withhold from Custodial Parent any of the amounts due hereunder for child support or otherwise. Rights of visitation and rights of allowances shall be treated as independent covenants and enforced accordingly.

15. Maintenance. The provisions for Wife as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Wife for maintenance. The provisions for Husband as set forth in this Agreement are in full and complete satisfaction of any and all rights or claims of Husband for maintenance. Both parties specifically waive all rights to past, present and future maintenance and support.

16. Debts. Wife shall pay all debts, obligations and charges incurred by the parties, jointly, prior to the execution of this Agreement, and shall defend and hold Husband harmless thereon, except the following, which Husband shall assume and pay, holding Wife harmless thereon: No exceptions.

17. Real Estate. The parties are presently owners of real estate located at 2314 S. 50th Avenue, Cicero, Illinois 60650, and described in Exhibit "A" attached hereto and incorporated herein by reference.

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title to said property shall remain in the joint names of the parties. Wife shall have the exclusive use of said property until there are no longer any minor children of the parties living at the house, or wife dies, remarries or otherwise cohabits or lives with a person of the opposite sex, whichever occurs first. Husband shall not have any rights whatsoever in the said property after the date of execution of this Agreement, except the right to receive a certain portion of the equity upon sale as hereinafter specified.

~~H.R. Husband shall pay the mortgage loan obligation upon said real property and shall pay all taxes and assessments upon said real property until the youngest child reaches the age of eighteen (18), or wife dies, remarries or otherwise cohabits or lives with a person of the opposite sex, whichever occurs first.~~

Wife shall pay all necessary and reasonable expenses for repairs and maintenance of said property. When the youngest child reaches the age of eighteen (18), or wife dies, remarries or otherwise cohabits or lives with a person of the opposite sex, whichever occurs first, the real property shall be sold and the net equity divided equally between the parties with Husband's equity to be put in trust for three (3) children until age twenty-one (21). **WIFE'S FATHER TO RECEIVE \$7000.00 AS RETURN OF HIS LOAN TO HUSBAND AND WIFE**

~~E.R.~~ If any issue pertaining to the division of the real property as set forth above becomes a matter of dispute, both parties agree that any such issue shall be submitted for resolution to the court normally hearing domestic relations matters, and accordingly, both parties agree that said court shall retain jurisdiction over such matters.

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18. Household Goods. Except as otherwise expressly agreed in writing, Husband and Wife have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be, and remain, the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other.

19. Automobiles. Husband shall obtain or retain title and exclusive use of the 1979 Camero and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Husband shall hold Wife harmless thereon. Wife shall obtain or retain title and exclusive use of the 1984 Ford Bronco and shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and Wife shall hold Husband harmless thereon. The parties shall execute title transfer documents, if necessary, accordingly.

20. Bank Accounts - Not Jointly Held. The parties agree that any checking and savings account currently held by either party, excluding those held jointly by both parties, shall be the sole property of the party holding title thereto, free and clear from any claim of the other party.

21. Presentation to Court. This Agreement shall be presented to a court of competent jurisdiction in any action between the parties sounding in dissolution of marriage with the request that it be adjudicated to be fair, just and proper and that it be adopted as a part of the order of said court in the final decree entered in said proceeding.

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22. Effective Date. (This) Agreement shall be effective upon the entry and recording of a Judgment or Decree for Dissolution of Marriage in the proceeding of which this is a part.

In no event shall this Agreement be effective or of any validity unless a Judgment or Decree for Dissolution of Marriage is entered in the proceeding referred to herein. The Court, on entry of any Judgment or Decree for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.

It is agreed by and between the parties hereto that entry of a Judgment or Decree for Dissolution of Marriage in the proceeding referred to herein shall expressly preclude the modification of any and all of the terms and provisions set forth in this Agreement and of the Judgment or Decree for Dissolution of Marriage entered herein, except for the terms and conditions concerning the support, custody or visitation with the minor children of the parties.

23. Insurance Policies. Unless and except as otherwise provided herein, each of the parties agrees that the other, after execution of this Agreement, shall have the right to make any changes in his or her respective insurance policies, including, but not limited to, changing his or her beneficiary, increasing or decreasing the coverage amount or canceling such policies.

24. Non-Use of Other's Credit. Neither Husband nor Wife may hereafter incur any debts or obligations upon the credit of the other, and each shall indemnify, defend and save the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

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25. Attorney Fees. Except as otherwise agreed, each party shall pay and be responsible for his or her respective attorney fees incurred after execution of this Agreement and in connection with this proceeding.

26. Division of Other Property. Except as set forth herein, the parties have effected to their mutual satisfaction a division of all other property, real or personal, in which they had an interest, either singly or jointly. All such property which Husband or Wife now has in his or her control and possession shall be and remain his or her property respectively, free from any claim whatsoever on the part of the other.

27. Modification of This Agreement. This Agreement may not be altered, changed or modified except in a writing signed by each of the parties.

28. Law Applicable. The provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of this state.

29. Enforcement Expenses. If either Husband or Wife defaults in the performance of any of the terms, provisions or obligations herein set forth, and it becomes necessary to institute legal proceedings to effectuate the performance of any provisions of this Agreement, then the party found to be in default shall pay all expenses, including reasonable attorney fees, incurred in connection with such enforcement proceedings.

30. Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and constitute the entire understanding between them. Each party has read this Agreement and finds it to be in accordance with

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his or her understanding, and each voluntarily executes this Agreement and affixes his or her signature in the presence of the witnesses indicated below.

31. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents and shall perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, this Agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder and any and all other public and private officials are authorized and directed to accept this Agreement or a properly certified copy hereof in lieu of the document regularly required for the conveyance or transfer.

32. Representations of Financial Status. Each party has made a true and direct representation of his or her financial status, including possible expectancies and inheritances.

33. Release. Each party does hereby release and discharge the other from all other claims, rights and duties arising out of said marital relationship, and said parties mutually agree that each party hereto may freely sell and encumber or otherwise dispose of his or her own property by gift, bill of sale or Last Will and Testament. Each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance of year's support, right to remain in the mansion house, all rights and claims as widow, widower, heir, distributee,

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survivor or next of kin and all other rights or claims whatsoever in or to the estate of the other, whether real or personal, or whether now owned or hereafter acquired which may in any manner arise or occur by virtue of said marriage.

34. Binding of Heirs. All the covenants, promises, stipulations, agreements and provisions herein contained shall bind the heirs, executors, administrators, personal representatives and assigns of the parties hereto.

35. Severability and Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto on the dates indicated.

X Jose A. Reyes
JOSE A. REYES
Date 8/4/87

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for the county and state aforesaid, personally appeared JOSE A. REYES II, known to me to be the same person who executed the foregoing instrument, and acknowledged that he executed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of August, 1987.

Joseph A. [Signature]
Notary Public

My commission expires:

2/20/89

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Elsie E. Reyes
ELSIE E. REYES

Date 8/7/87

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for the county and state aforesaid, personally appeared ELSIE F. REYES, known to me to be the same person who executed the foregoing instrument, and acknowledged that she executed and delivered said instrument as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of August, 1987.

[Signature]
Notary Public

My commission expires:

2/20/89

Notary Public
Cook County Clerk's Office

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EXHIBIT A Form #20

Certificate No. 1389132 Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 1389132 indicated affecting the
following described premises, to-wit:

LOT THREE-----(3)

In V.E. Cervený's Resubdivision of Lots 37 to 40 in Block 3 in
Morton Park being a Subdivision of the East Half (½) of the
Northwest Quarter (¼) of the Northeast Quarter (¼) of Section
28, Township 39 North, Range 13, East of the Third Principal
Meridian.

AXO 16-28-208-034
①

Section 28 Township 39 North, Range 13 East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS _____ 19____.

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STATE OF ILLINOIS,
COUNTY OF COOK | ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois,
and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect
and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

.
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.
.

in a certain cause lately pending in said Court, between

. **ELSIE E. REYES** plaintiff/petitioner
and **JOSE A. REYES, II** defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 2nd.,
day of OCTOBER 87
19.

Morgan M. Finley Clerk

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RECEIVED
CLERK OF COOK COUNTY

IDENTIFIED NO.
Treasurer of Cook County HARRY DAN YEMMILL MEHANLOS

Warne Harold
Hogatt Legal Services
X 7600 W. Roosevelt Rd.
Forest Park, IL 60130