

# UNOFFICIAL COPY

AFFIDAVIT 3 9 0 4 7 0 3

CW33674896

RACHEL V. CONTRERAS, BEING FIRST DULY SWORN ON OATH, DOES HEREBY STATE THAT PURSUANT TO THE TERMS OF THE JUDGMENT OF DISSOLUTION OF MARRIAGE ENTERED ON APRIL 16, 1984, CASE NO. 84 D 2713, I HAVE RECEIVED ALL THE CHILD SUPPORT PAYMENTS AS SET FORTH IN THE JUDGEMENT FROM DANIEL CONTRERAS.

AFFIDAVIT FURTHER STATES THAT THERE HAVE BEEN NO NOTICE OR CLAIMS NOR ARE THERE ANY PENDING COURT ACTIONS REGARDING THIS MATTER AND AGREES TO HOLD THE REGISTRAR OF TITLES HARMLESS FOR ANY LOSS OR DAMAGES OR COST INCURRED BY EXPUNGING THESE CERTAIN MEMORIALS.

LEGAL DESCRIPTION AS FOLLOWS:

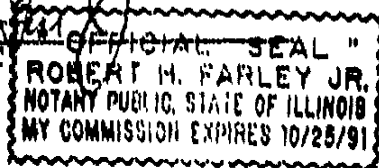
THE EAST HALF OF LOT 13 AND THE EAST HALF OF THE WEST HALF OF LOT 13 AND THE EAST 2 1/2 FEET OF THE WEST HALF OF THE WEST HALF OF LOT 13 IN BLOCK 2, IN SOUTH HIGHLAND'S SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND OF THE NORTH HALF OF LOTS 1 AND 2 IN THE ASSESSOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

2448 COLLINS STREET BLUE ISLAND ILLINOIS 60627

PIN# 24-25-411-016 VOLUME NO. 247

SUBSCRIBED AND SWORN TO ME THIS AUGUST 10, 1990

*Robert H. Farley Jr.*  
NOTARY PUBLIC



*Rachel V. Contreras*  
RACHEL V. CONTRERAS

PREPARED BY: ROBERT H. FARLEY JR. LTD,  
12916 SOUTH WESTERN AVENUE  
BLUE ISLAND, ILLINOIS 60406

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CW 33674

*Attorneys at Law*

*Brunswick, Richardson & Pinzino*

*2428 Vermont Street*

*P. O. Box 266*

*Blue Island, Illinois 60406*

*Area Code 312*

*Telephone 385-5500*

*[Handwritten Signature]*

October 18, 1983

Mrs. Rachel Contreras  
2448 Collins  
Blue Island, IL

Received of Rachel Contreras payment in the amount of \$450.00 this date  
in re the matter of Contreras vs. Contreras.

Thank you,

BRUNSWICK, RICHARDSON & PINZINO

*[Handwritten Signature]* *EB*

Property of Cook County Clerk's Office

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ADMITTED ATTACHED 0 3

STATE OF ILLINOIS }  
COUNTY OF C O O K } SS

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

IN RE THE MARRIAGE OF

RACHEL V. CONTRERAS

and

DANIEL CONTRERAS

NO. 84 D 2713

JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter having come on for hearing as in cases of default on the stipulation of the parties that this matter be heard on the Petition and Response as in cases of default, the Plaintiff having appeared in open court in person and by her attorneys, BRUNSWICK & PINZINO, and the Defendant not having appeared in court, the court having heard the evidence adduced, a certificate of which is filed herein, and now being fully advised in the premises, FINDS, that:

- A. The Court has jurisdiction of the parties hereto and the subject matter hereof.
- B. At the commencement of the within action the Plaintiff was a resident of the State of Illinois and has maintained said residence for at least 90 days preceding the making of the findings.
- C. The parties were married on October 19, 1957, and said marriage was registered at Blue Island, Cook County, Illinois.

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*Paid Attorneys fees Letter to  
Child Support Letter Attached  
NO rights*

*an*

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D. Four children were born to the parties as a result of the marriage, namely: Elizabeth, born July 13, 1959 (Adult); Daniel born September 13, 1963; John born January 5, 1968 and Marianna, born August 20, 1971; and no children were adopted by the parties and the Plaintiff is not now pregnant. It is in the best interest of said minor children that their custody be awarded to the Plaintiff.

E. Without cause or provocation by the Plaintiff, the Defendant has been guilty of extreme and repeated mental cruelty toward the Plaintiff.

The Court further finds that the parties hereto have entered into a written Separation Agreement to settle and adjust the questions of their respective property rights, maintenance, attorney's fees and other matters in dispute between them, which is in words and figures as follows, to wit:

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STATE OF ILLINOIS)  
COUNTY OF COOK } SS

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

IN RE THE MARRIAGE OF  
RACHEL V. CONTRERAS  
and  
DANIEL CONTRERAS

NO. 84 D 2713

SEPARATION AGREEMENT

IT IS HEREBY AGREED AND STIPULATED by and between the parties hereto, that in the event the Court sees fit to grant the Petitioner a Judgment of Dissolution of Marriage herein, that such Judgment shall provide as follows:

1. That the Wife shall have the care, custody, control and education of the minor children of the parties, namely: John Andrew, Age 16, and Marianna Louise, Age 12, and that the Husband shall have the right of reasonable visitation. The details of the Husband's right of visitation are to be arranged by mutual agreement of the parties from time to time, but if at any time they are unable to agree, then by Court Order upon petition of either party.

2. The Husband shall pay to the Wife for the support of the two minor children, the sum of \$70.00 per week. Said child support shall not be reduced upon the older child becoming 18 years old without leave of Court. The child support shall commence on the husband's

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leaving the marital home, and the Wife taking exclusive possession thereof. During the period the Husband remains in the marital home, the Husband shall be responsible for the payment of all the utilities, food and other household expenses in maintaining the marital home. All payments shall be made directly to the Wife and not through the Clerk of the Circuit Court.

3. So long as the Husband shall make the payments required hereunder in connection with the support, maintenance, and education of the minor children of the parties, then as to the income tax obligations of the parties, it is agreed that the Husband shall have the right to claim said children as exemptions for Federal and Illinois income tax purposes.

4. It is further agreed that in addition to the payments hereinabove provided, the Husband shall pay all extraordinary medical, surgical and dental bills, including costs of hospitalization, incurred by or for said children. The term "extraordinary" as used in this paragraph shall include all teeth straightening, major dental work, operations, serious accidents, serious illnesses requiring hospitalization, or extended medical care and the like, but shall not include routine checkups, minor ailments, drug supplies, dental prophylaxis and the filling of simple cavities and the like. The Wife agrees in the event of serious illness or the need for extraordinary medical, surgical or dental care, she consult the Husband before incurring expenses for any of said conditions and will be guided by his advice in this respect. It is understood by both parties that the Wife's agreement to consult with the Husband shall not apply in cases of grave emergency where the life of said child or children might be imperiled by delay.

5. The Husband shall maintain in full force and effect for the benefit of the minor children major medical insurance and hospitalization insurance, until such time as the youngest of the children shall attain

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his or her majority, and provide the Wife with an identification card relating to said insurance.

6. The Husband shall have the truck, tools, phonograph, dresser and his personal belongings. The Wife shall have, except as otherwise provided herein, all remaining household furniture, furnishings, her personal property and the Buick.

7. With respect to the marital home, the Wife shall have exclusive possession of the marital home located at 2448 Collins Street, Blue Island, Illinois, and legally described as follows: 24-25-411-016

- (1) The East Half (1/2) of Lot Thirteen -----(13)
- (2) The East Half (1/2) of the West Half (1/2) of Lot Thirteen--(13)
- (3) The East 2-1/2 feet of the West Half (1/2) of the West Half (1/2) of Lot Thirteen----- (13)

In Block Two (2) in South Highland's Subdivision of the South Half (1/2) of the North East Quarter (1/4) of the South East Quarter (1/4) and of the North Half (1/2) of Lot One (1) and Two (2) in the Assessor's Subdivision of the South East Quarter (1/4), of the South East Quarter (1/4) of Section 25, Town 37 North, Range 13, East of the Third Principal Meridian.

and said exclusive possession shall commence on the day of the closing of the sale of the real estate located at 2441 Orchard Street, Blue Island, Illinois, and legally described as follows:

Lot 19 (except the West 30 feet thereof) and West 20 feet of Lot 20 in Block 2 in South Highland's Subdivision of the South 1/2 of the North East 1/4 of the South East 1/4 of the North 1/2 of Lots 1 and 2 in Assessor's division of the South East 1/4 of the South East 1/4 of Section 25, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

as hereinafter provided.

8. The Wife's right to exclusive possession shall continue until the occurrence of any one of the following events.

- a) Marianna Louise, the minor daughter of the parties, becomes 18 years old and voluntarily vacates the marital home.
- b) The death or remarriage of the Wife.
- c) If a man, not the husband of the wife, establishes residence in the marital home on a continuing conjugal basis.

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If the Wife elects to sell the marital home and the marital home is sold, it shall be done so at such a price as is mutually agreeable between the parties. The net proceeds after the payment of all costs and expenses of the sale shall be divided equally between the parties. The amount necessary to pay and release any liens on the marital home, including any and all costs incidental thereto shall be deducted from the share of the person incurring same and shall be paid from the closing proceeds.

9. During the period of the Wife's exclusive possession, the Husband shall be responsible for all the real estate taxes which become due on the marital home, and he shall promptly pay same when due without the right of reimbursement from the Wife. The Wife shall be responsible for all routine maintenance and the homeowners insurance on the marital home. Further, with respect to major repairs, the Wife shall be solely responsible for all major repairs on the marital home during such time as Elizabeth, the adult married daughter of the parties, lives in the marital home with the Wife. In the event the daughter, Elizabeth, vacates the marital home, the Husband shall equally share the costs of the major repairs to the roof, heating, plumbing and electrical systems, and such other major repairs as may be necessary from time to time on the marital home. The Husband shall be solely responsible for the payment of the mortgage on the marital home and shall promptly make all monthly payments thereon until the mortgage is paid in full as hereafter provided.

10. With respect to the 2-flat apartment building at 2441 Orchard Street, Blue Island, Illinois, the parties shall immediately place the building for sale with a real estate broker doing substantial business

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in the Blue Island area, at such price as is deemed reasonable by the parties, with the advice of the said broker, and said building shall be sold as soon as practicable. The net proceeds from the sale of said building, after the deduction of all costs in connection with said sale, shall be used first to pay-off the outstanding mortgage on the marital home. Any proceeds remaining shall be used by the Husband for the installation of heating, electrical, walls, flooring, decorating and the like of the upstairs portion of the marital home, as soon as practicable. Upon completion of said work, any funds remaining shall be divided equally between the parties. All funds shall remain in a joint account until the completion of said work as provided in this Agreement, and all expenses shall be paid from said account.

11. During the time prior to the closing of the sale of the said building on Orchard Street in Blue Island, Illinois, the Husband shall be responsible for the mortgage and all expenses on said building and may receive the rent from the tenants therein to pay all or any portion of said expenses.

12. During the period in which the Husband resides in the marital home, the Husband shall not harass, molest, or otherwise interfere with the liberty of the Wife in any way, and shall do all things possible to minimize further conflict and discord between the parties.

13. That the parties hereto forever waive, each to the other, their legal rights to maintenance, past, present or that which may accrue in the future, including all homestead rights that may have accrued as a result of this marriage.

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14. The Husband agrees to pay BRUNSWICK & PINZINO attorneys for the Wife, the sum of Four Hundred Fifty (\$450.00) Dollars, as his share of the expense for legal services to the Wife in connection with said suit.

15. Except as herein provided, each of the parties hereto does hereby forever waive, release and quit claim to the other party all rights of homestead and all other property rights and claims which he or she may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any State or of the United States of America, or of any other country, in or to, or against the property of the other party, or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

16. This Agreement shall be submitted to the Court for its approval and if approved shall be made part of the Judgment of Dissolution of Marriage, and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the said pending suit.

Dated: January 14, 1984

Rachel V. Contreras  
Rachel V. Contreras  
Daniel Contreras  
Daniel Contreras

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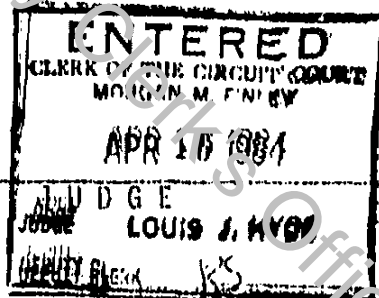
WHEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED:

1. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, RACHEL V. CONTRERAS, and the Defendant, DANIEL CONTRERAS, are hereby dissolved.

2. That the Agreement of the parties dated January 14, 1984, and all of its terms and provisions are hereby merged, incorporated into, and made a part of this Judgment of Dissolution of Marriage. The Court further finds the said Agreement to be binding upon the parties.

3. The Court reserves jurisdiction of the subject matter of this case and of the parties hereto for the purpose of enforcing the terms of this Judgment and the terms and provisions of this Agreement dated January 14, 1984, incorporated herein.

ENTER :



DATED :

Rachel Contreras  
Plaintiff

Mr. Daniel Contreras  
Defendant

BRUNSWICK & PINZINO  
Attorneys for Plaintiff  
2428 Vermont Street  
Blue Island, IL 60406  
Telephone: (312) 385-5500  
Firm No. 90003

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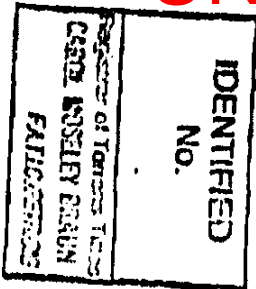
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CAROL ROSELEY BRAUN  
REGISTRAR OF TITLES

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IDENTIFIED  
No.

Property of Cook County Clerk's Office

First American Title Insurance  
Company of the Mid-West  
100 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750-6780

I HEREBY CERTIFY THE ABOVE TO BE CORRECT

DATE 8-15-90

*Aurilia Lucinski*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL. E

THIS ORDER IS THE COMMAND OF THE CIRCUIT  
COURT AND VIOLATION THEREOF IS SUBJECT TO THE  
PENALTY OF THE LAW