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*Epton & Druth, Ltd.*

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19<sup>TH</sup> FLOOR

69 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602

SAUL A. EPTON  
BERNARD E. EPTON  
LAWRENCE A. BERMAN  
ALAN R. MILLER  
RUSSELL S. BARONE  
JOHN M. JANEWICZ  
JAMES EAST  
J. STANLEY CLARK  
WILLIAM L. KABAKER  
LEE E. GUBBIN  
TERRENCE R. JOY  
EDWARD McCAMBRIDGE  
DAVID C. LECHNER

GERALD B. MULLIN  
ALFRED S. DRUTH  
DONALD SEGAL  
JAMES V. CREEN  
PAUL J. WISNER  
LAWRENCE A. FISHER  
BERNARD W. MAGES  
MICHAEL G. SHELLY  
ROGER A. SIXBY  
JAMES J. GATZIOLIS  
RANDALL E. SERVER  
STUART A. FELDMAN  
JUDITH L. LANDESMAN

TELEPHONE  
(312) 782-3800

RICHARD E. FRIEDMAN  
DAVID J. RATHER  
OF COUNSEL

GEORGE J. MILLER  
1934-1974  
EDWARD A. MCCARTHY  
1961-1977

Our File No. 77-7012

March 28, 1978

Mr. James De La Pena  
13238 Canondolet  
Chicago, Illinois 60633

---

RE: De La Pena vs De La Pena  
Court No. 78 D 3867

---

For legal services to be rendered  
with reference to the above  
captioned cause:

Retainer:

\$ 500.00

PAID IN FULL.

JLL:sv

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JAMES R. DE LA PENA  
10434 HOXIE AVE.  
CHICAGO, ILL. 60617

PAID 0149

2710-7081 11-27 78 2-7081 2710

Pay to the order of *RATON AND DAUGHTER LTD*

SIX HUNDRED AND NO

OCT 10 1978

FIRST SAVINGS AND LOAN ASSOCIATION OF HEGEWISCH  
CHICAGO, ILL. 60633

MEMO *FINAL PAYMENT*

2710 7081 150 830 8 0149 0000060000

JAMES R. DE LA PENA  
10434 HOXIE AVE.  
CHICAGO, ILL. 60617

PAID 179

2710-7081 11-27 78 2-7081 2710

Pay to the order of *CHARLES KINDELT*

TWO HUNDRED AND NO

DEC 4 1978

FIRST SAVINGS AND LOAN ASSOCIATION OF HEGEWISCH  
CHICAGO, ILL. 60633

MEMO *FINAL PAYMENT*

2710 7081 150 830 8 0179 0000020000

JAMES R. DE LA PENA  
10434 HOXIE AVE.  
CHICAGO, ILL. 60617

PAID 168

2710-7081 11-4 78 2-7081 2710

Pay to the order of *CHARLES KINDELT*

ONE HUNDRED AND NO

NOV 9 1978

FIRST SAVINGS AND LOAN ASSOCIATION OF HEGEWISCH  
CHICAGO, ILL. 60633

MEMO *SEVENTH PAYMENT*

2710 7081 150 830 8 0168 0000010000

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PAY TO THE ORDER OF  
ANNUATED TRUST SAVINGS BANK

FOR DEPOSIT ONLY  
EPTON & DRUTH LTD.  
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*Paul Ripowitz*  
*Charles & Frances*  
*King Street*

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CHICAGO, I

*Paul Ripowitz*  
*Charles & Frances*  
*King Street*  
43-955-8

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CHICAGO SAVINGS BANK  
CHICAGO, ILLINOIS

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[Redacted]

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Form #20

Certificate No. 1133372 Document No. 2598656

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1133372 indicated affecting the  
following described premises, to-wit:

NORTH HALF (1/2) OF LOT SIXTEEN (16) IN BLOCK TWO (2) IN NIX'S ADDITION TO  
SOUTH CHICAGO, IN THE SOUTHEAST QUARTER (1/4) OF FRACTIONAL SOUTHEAST  
QUARTER (1/4) OF FRACTIONAL SECTION 12, SOUTH OF THE INDIAN BOUNDARY LINE,  
IN TOWN 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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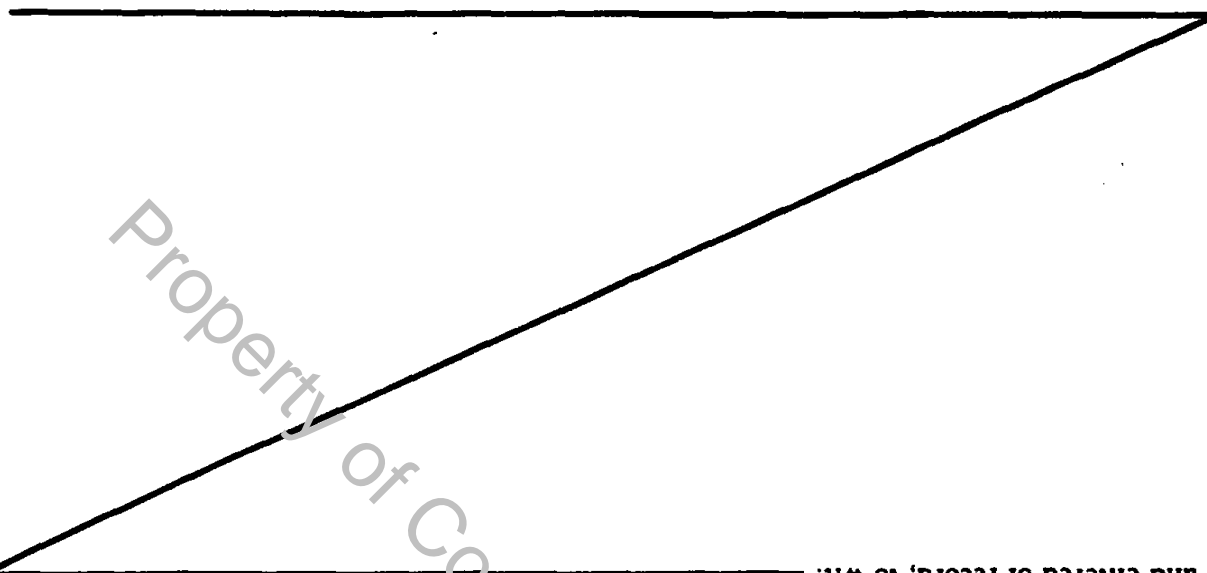
25-12-442-035  
10434 S. HOLME AVE  
CHICAGO, ILL 60607

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Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the  
Third Principal Meridian, Cook County, Illinois.

[Signature]

CHICAGO, ILLINOIS August 21, 1990.



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and entered of record, to wit: the following other proceedings were had in the Circuit Court of Cook County said Be it remembered, that hereofore, to wit on the 19th day of September 19 78

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Attest: MORGAN M. FINLEY, Clerk. RICHARD J. ELROD, Sheriff of Cook County. BERNARD CAREY, State's Attorney.

J. C. Stad Judge of the Circuit Court of Cook County. PRESENT:—The Honorable J. C. Stad United States of America, the two hundred and third our Lord, one thousand nine hundred and seventy eight and of the Independence of the State, on the 19th day of September, in the year of branch Court of said Court, at the Court House, in the City of Chicago, in said County, and one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a PLEAS, before the Honorable J. C. Stad

STATE OF ILLINOIS, } ss. County of Cook. } United States of America

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This cause having this day come for hearing upon the  
 Petition for Dissolution of Marriage of the Petitioner, CYNTHIA D.  
 DE LA PENA and the appearance and response thereto by the  
 Respondent, JAMES R. DE LA PENA, and it appearing that the  
 said Respondent has had due notice of the pendency of this suit,  
 by personal service duly had upon him according to the statute in  
 such case made and provided, and this cause proceeding to  
 hearing before this Court as a default matter by stipulation of  
 the parties hereto.

And the Court having heard the testimony of the Petitioner  
 in open Court in support of her said Petition for Dissolution of  
 Marriage (a certificate of which evidence is filed herein,) and now  
 being fully advised in the premises, finds:

JUDGMENT FOR DISSOLUTION OF MARRIAGE

IN RE THE MARRIAGE OF  
 CYNTHIA D. DE LA PENA,  
 Petitioner,  
 and  
 JAMES R. DE LA PENA,  
 Respondent.  
 NC. 78 D 3867

IN THE CIRCUIT COURT OF COCK COUNTY  
 COUNTY DEPARTMENT  
 DIVORCE DIVISION

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COCK )

*NO FEES - Report Attached*  
*NO PLGWB*

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
110 E. WASHINGTON ST. CHICAGO, IL 60601  
312-603-3000

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 1st day of January, 2011.

DEACUN M. HARRIS  
CLERK OF COOK COUNTY

[Signature]

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made August 16, 1978, at Chicago, Illinois, by and between CYNTHIA DE LA PENA (hereinafter referred to as "CYNTHIA" or the "Wife" or the "Mother") residing at Chicago, Illinois, and JAMES R. DE LA PENA (hereinafter referred to as "JAMES" or the "Husband" or the "Father"), residing in Calumet City, Illinois.

1. The parties were lawfully married at Chicago, Illinois, on December 5, 1972.

2. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on May 15, 1978, and they now live separate and apart from each other.

3. Two (2) children were born to the parties as the issue of the marriage, namely:

ERIKA, born December 3, 1974

JAIME, born March 13, 1977

The parties acknowledge that both are fit and proper persons to have the care and custody of the minor children.

4. The Wife has filed, against the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Divorce Division, under docket number 78 D 3867. The case is entitled IN RE THE MARRIAGE OF CYNTHIA DE LA PENA, PETITIONER and JAMES R. DE LA PENA, RESPONDENT, and that case remains pending and undetermined.

5. The parties hereto consider it to their best interests to settle between themselves the question of maintenance for the parties, the questions of the custody, support, maintenance, medical and related needs and the education of the children of the parties, and to fully settle rights of property of the parties, other rights growing out of the marital or any

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other relationship now or previously existing between them and to settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal now owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

6. The Wife has employed and had the benefit of counsel of CHARLES E. LINDELL as her attorney. Her husband has employed and had the benefit of counsel of EPTON & DRUTH, LTD., by JUDITH L. LANDESMAN, as his attorney. Each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this agreement. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges 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.

7. That all of the preamble clauses herein set forth in this agreement are incorporated by reference and are to be considered as part of this agreement, and both of the parties are entering into the same with full knowledge of the foregoing facts and agree to the truth and correctness thereof.

8. That the parties hereto shall enter into a written stipulation to have the aforementioned dissolution of marriage matter heard upon wife's petition for dissolution of marriage and husband's response thereto as an uncontested matter in the nature of a default.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration the receipt and sufficiency of which

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is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

ARTICLE I

Right of Action

1. This agreement is not one to obtain or stimulate dissolution of marriage.
2. CYNTHIA reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which may be commenced by JAMES. JAMES reserves the right to prosecute any action for dissolution of marriage which he may hereafter bring and defend any action which has been or may be commenced by CYNTHIA.

ARTICLE II

Custody, Visitation and Support of Minor Children

1. CYNTHIA shall have the sole care, custody and control of the minor children of the parties, to-wit:  
ERIKA, born December 3, 1974  
JAIME, born March 13, 1977
2. JAMES shall have rights of reasonable visitation with said children at the children's place of residence but the visitation shall take place outside of the home occupied by CYNTHIA if JAMES so desires, or if CYNTHIA so desires.
3. The parties, by written agreement, shall have the right to alter, modify and otherwise arrange for other specific visitation periods than those shown above, and on such terms and conditions as are conducive to the best interests and welfare of said children.
4. JAMES agrees to pay CYNTHIA as and for the support and maintenance of the children of the parties the sum \$50.00 per week per child.
5. That said child support award is based upon the

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following financial representations made by the parties:

(a) JAMES represents that his gross income for 1977 was \$25,200.00, and that his anticipated net income for 1978 is estimated at \$19,200.00.

(b) CYNTHIA represents that her gross income for 1977 was \$420.00, and that she is presently employed part-time and earning a net income of \$50.00 to \$75.00 per week.

6. JAMES'S obligation for the support and maintenance of each child shall continue until the first to happen of any of the following events:

- (a) The marriage of said child.
- (b) The child attaining the age of 18 years.
- (c) Full emancipation, but excluding as a measure thereof, part time or summer time employment.
- (d) JAMES' death.

7. So long as JAMES shall make the payments required hereunder for child support, he alone shall have the right to claim the children for whom he is making such payments as his dependents for federal and state income tax purposes.

8. The fact that JAMES may derive income in an amount in excess of \$25,200.00 shall not be deemed to constitute grounds for CYNTHIA to apply to any court for an increase in the amount of child support payments until his gross income shall exceed \$30,200.00.

The fact that CYNTHIA may become employed full-time or earn more on a part-time basis shall not be deemed to constitute grounds for JAMES to apply to any court for a reduction in the amount of child support payments until her gross income shall exceed \$5,420.00.

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ARTICLE III

Emancipation Event

With respect to a child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time JAMES'S obligations for the child as detailed in this agreement shall terminate:

- a. The child's reaching 18 years of age.
- b. The child's marriage;
- c. The child having a permanent residence away from the permanent residence of the Wife. A residence at boarding school or camp is not to be deemed a residence away from the permanent residence of the Wife;
- d. The child's death;
- e. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred;
- f. The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods shall not be deemed an emancipation event.

ARTICLE IV

Maintenance

1. JAMES shall pay to CYNTHIA as and for maintenance the sum of \$20.00 per week.

2. The maintenance award is based upon JAMES' representation that his gross income for 1977 was \$25,200.00, and CYNTHIA'S representation that her gross income for 1977 was \$420.00 and that she is presently employed only part-time and earning a net income of \$50.00 to \$75.00 per week.

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3. (a) The payments to CYNTHIA shall continue until the first to happen of the following:

- (1) The death of either party;
- (2) CYNTHIA'S remarriage;
- (3) CYNTHIA'S cohabiting with another person on a continuing conjugal basis.

(b) The fact that JAMES may derive income in an amount in excess of \$25,200.00 shall not be deemed to constitute grounds for CYNTHIA to apply to any court for an increase in the amount of maintenance until his gross income shall exceed \$30,200.00.

The fact that CYNTHIA may become employed full-time or earn more on a part-time basis shall not be deemed to constitute grounds for JAMES to apply to any court for a reduction or termination of maintenance until her gross income shall exceed \$5,420.00.

4. All of the payments to be made by JAMES to CYNTHIA pursuant to this Article IV will be payments in discharge of a legal obligation which, because of the marital or family relationship, is imposed on or incurred by JAMES under a written instrument incident to a divorce or a dissolution of marriage, all within the meaning and intendment of Section 71(a) of the Federal Internal Revenue Code of 1954, as now in effect, and of similar provisions of future laws, and that such payments will be includible in CYNTHIA'S gross income pursuant to Section 71(a) and will be deductible by JAMES pursuant to Sections 71(a) and 215 in determining their respective taxable income. In the event that all or any part of such payments for any year are not so includible by CYNTHIA and so deductible by JAMES in the determination of their respective taxable incomes, whether by interpretation or application of the present federal

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statutory provisions, or by their amendment or repeal or otherwise, at any time throughout the term of this agreement, then the amounts payable under this Article IV of this agreement by JAMES to CYNTHIA for such calendar year shall be reduced by an amount equal to CYNTHIA'S "tax benefit."

CYNTHIA'S "tax benefit" for any year shall be the excess of (i) a federal income tax liability (without regard to interest or penalties) of CYNTHIA for such year, computed on the assumption that the entire amount otherwise payable by JAMES for such year under this Article IV is includible in CYNTHIA'S taxable income for such year, over (ii) a federal income tax liability (without regard to interest or penalties) of CYNTHIA for such year, computed by excluding from CYNTHIA'S taxable income the portion of the amount otherwise payable by JAMES for such year under this Article IV that is not includible by CYNTHIA under the federal income tax law applicable for such year. The tax computations contemplated above for any year shall be made by reference to the income tax returns filed by JAMES and CYNTHIA for such year.

5. JAMES hereby waives any and all rights to maintenance, past, present and future as against CYNTHIA.

ARTICLE V

Medical, Dental and Related Expenses

1. JAMES shall pay for the hospital, surgical, optical or orthodonture care and for the extraordinary medical and dental care of ERIKA and JAIME. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious accidents or as a result of serious illness requiring hospitalization or extended medical care, but shall not include

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routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness), dental prophylaxis and the like. In the event of serious illness of ERIKA or JAIME, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, CYNTHIA shall consult JAMES before incurring expenses in any of those connections. It is understood by both parties that CYNTHIA'S obligation to consult with JAMES shall not apply in cases of grave emergency where ERIKA'S life or JAIME'S life might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, a circuit court shall do so upon proper notice and petition, even after said expense is incurred.

2. JAMES' obligation with respect to ERIKA and JAIME shall terminate upon the occurrence of any of the following:

- a. The child attaining the age of 18 years;
- b. The child's marriage;
- c. The child's death.

3. JAMES, at his sole expense, shall obtain and maintain in full force and effect while he has an obligation of support for ERIKA or JAIME, a major medical insurance policy covering possible major medical needs of ERIKA and JAIME. JAMES shall obtain and deposit with CYNTHIA a copy of that policy and any subsequent amendments affecting the extent of coverage thereunder, and shall provide CYNTHIA with a duplicate medical insurance identification card.

ARTICLE VI

Property Settlement

1. Marital residence - 13238 Carondolet, Chicago, Illinois.

(a) Upon the effective date of this agreement, JAMES

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shall execute all documents, quit claim deeds, assignments of insurance, assignments of reserves and the like to transfer, assign, convey and release all of his right, title and interest in the above residence to CYNTHIA or her nominee. The legal description of the property is set forth in Schedule "A" attached hereto and made a part hereof.

(b) CYNTHIA agrees to assume liability for the payments on the present mortgage due after the effective date of this agreement and to save, indemnify and hold JAMES harmless from any liability thereon.

(c) CYNTHIA agrees to assume liability for the payments on the home improvement loan of FIRST SAVINGS & LOAN OF HEGEWISCH in the approximate amount of \$4,300.00 and to save, indemnify and hold JAMES harmless from any liability thereon.

2. Furniture and Furnishings.

(a) Except as provided below, and except as agreed to between the parties, all of the furniture, furnishings, works of art, and other personal property contained in the marital residence of the parties shall be the sole and exclusive property of CYNTHIA, and JAMES shall have no further title or interest therein.

(b) JAMES shall have as his sole and exclusive property the stereo, his tools, the books, the red couch, all items brought by him from his overseas travels, and any other items of personal property agreed to by the parties, and CYNTHIA shall have no further title or interest therein.

3. Bank Accounts.

(a) Each of the parties shall keep as his or her sole property, free and clear of any interest of the other, all of the funds on deposit held by him or her in any bank or

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depository safe deposit box and standing in his or her name. Each shall execute, upon demand by the other, any and all documents necessary to effectively release any claim or right held by him or her in those accounts.

4. Automobiles.

(a) Upon the effective date of this agreement, if not already accomplished, JAMES shall have assigned to CYNTHIA all outstanding interests held by him or any other parties in and to the 1975 Camaro automobile presently in the possession of CYNTHIA. He shall deliver to CYNTHIA a certificate of title to that automobile, that title to be in the name of CYNTHIA. This automobile shall be the sole property of CYNTHIA.

(b) Upon the effective date of this agreement, CYNTHIA shall assign to JAMES all of her right, title and interest in and to the 1977 Buick automobile presently in the possession of JAMES. This automobile shall be the sole property of JAMES. JAMES shall assume the indebtedness on this automobile and save, indemnify and hold CYNTHIA harmless thereon.

5. Except as otherwise provided in this agreement, each of the parties shall keep as his or her sole property, free and clear of any interest held or claimed by the other, any other property of any nature whatsoever and however held which is presently held or possessed by him or her.

ARTICLE VII

Debts and Obligations

1. JAMES shall pay and shall save and hold CYNTHIA free harmless and indemnified against all debts, liabilities and obligations enumerated in Schedule "B" attached hereto and hereby incorporated by reference.

2. CYNTHIA shall pay and shall save and hold JAMES free,

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harmless and indemnified against all debts, liabilities and obligations enumerated in Schedule "C" attached hereto and hereby incorporated herein by reference.

3. Each of the parties represents that they have incurred no other debts or obligations during the course of the marriage or since their separation, for which the other would be held responsible and agree to hold their respective spouse harmless and indemnified from any such obligation.

ARTICLE VIII

Miscellaneous Provisions

1. JAMES shall pay CYNTHIA upon the entry of judgment of dissolution of marriage the sum of Five Hundred Sixty (\$560.00) Dollars, which sum represents the amount agreed by the parties and their counsel to be the arrearages due to her on the temporary orders entered in the pending suit, in full satisfaction of that liability.

2. Notwithstanding the possible remarriage of CYNTHIA after the effective date of this agreement, the children of the parties shall continue to use the surname of JAMES and shall not for any reason or purpose use the surname of any subsequent husband of CYNTHIA. The parties shall have each child refer to the parties and to no other persons as "mother" and "father" respectively. The foregoing is based on a consideration of the best interests of each child.

ARTICLE IX

Counsel Fees

1. JAMES shall pay CHARLES E. LINDELL, attorney for CYNTHIA, in addition to any sums previously paid him by CYNTHIA or JAMES in connection with services rendered CYNTHIA in the cause of action now pending between the parties and for all other services in connection with the preparation of this

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agreement the sum of \$300.00.

2. JAMES shall be responsible for all attorneys' fees and court costs accrued by him in the cause of action now pending between the parties, and shall pay to EPTON & DRUTH, LTD., in addition to any sums previously paid by him to EPTON & DRUTH, LTD., the sum of \$600.00.

ARTICLE X

General Provisions

1. Execution of Documents: Each of the parties hereto shall execute and acknowledge, upon the effective date of this agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

2. Mutual Release and Waiver of Estate Claim: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quitclaim and grant to the other, his or her heirs, personal representatives and assigns, all rights of alimony and/or maintenance, dower,

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inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband or wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, or whether in possession or in expectancy, and whether vested or contingent and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other, or his or her heirs, personal representatives, grantees, devisees or assigns, for the purpose of enforcing any and or all of the rights relinquished under this agreement; and further agree that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, grantees, devisees or assigns, any or all such deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the provisions of this agreement, or the rights of either party under this agreement.

3. In the event either JAMES or CYNTHIA at any time

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hereafter obtains a dissolution of marriage in the cause presently pending between them, this agreement and all of its provisions shall be incorporated into such judgment or decree for dissolution of marriage, either directly or by reference, but in no event shall this agreement be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto.

4. Any executed copies of this agreement, for all intents and purposes, shall be considered and treated as the original.

5. None of the foregoing provisions shall in any way necessarily preclude or obviate the possible future obligation of either parent to contribute towards the necessary expenses of a college education for either child.

6. The terms and conditions contained in this agreement shall be incorporated and made a part of the Judgment for Dissolution of Marriage if and when entered by the Court, and said Judgment for Dissolution of Marriage shall contain the following paragraph, to-wit:

"The Court shall retain jurisdiction of this cause and of the parties hereto and of the subject matter hereof for the purposes of enforcing all of the terms and conditions set forth in this agreement."

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective hands and seals the day and year first above written.

*Cynthia de la Pena*  
CYNTHIA DE LA PENA  
*James R. de la Pena*  
JAMES R. DE LA PENA

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK        )

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Before me, a Notary Public in and for the County and State

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aforesaid, personally appeared CYNTHIA DE LA PENA personally known to me and known to me to be the same person who executed the foregoing instrument and she 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 16<sup>th</sup> day of AUGUST, 1978.

Charles E. Lindell  
Notary Public

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )



Before me, a Notary Public in and for the County and State aforesaid, personally appeared JAMES R. DE LA PENA, personally known to me and known to me to be the same person who executed the foregoing instrument and he 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 \_\_\_\_\_ day of \_\_\_\_\_, 1978.

\_\_\_\_\_  
Notary Public

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*Epton & Smith*

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## SCHEDULE "A"

Legal description of the property commonly described as:

13238 Carondelet  
Chicago, Illinois

Lot Sixteen (16) in Cox's Subdivision of the East Half (1/2) of the East Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of the North West Quarter (1/4) of Section of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

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LAW OFFICES

*Epton & DeWitt*

SCHEDULE "B"

Debts to be Paid by JAMES

<u>Creditor</u>	<u>Approximate Balance</u>
General Mills Credit Union	\$1,500.00
VISA	\$ 800.00
Beneficial Finance	\$1,000.00

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LAW OFFICES

*Epton & Smith*



SCHEDULE "C"

Debts to be paid by CYNTHIA

<u>Creditor</u>	<u>Approximate Balance</u>
First Savings and Loan of Hegewisch (home improvement loan)	\$4,300.00
First Savings & Loan of Hegewisch (mortgage)	\$17,500.00

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LAW OFFICES

*Epton & D.../*

1. That at the time this action was commenced both parties were domiciled in the State of Illinois and had been so domiciled for at least 90 days next preceding the making of these findings.

2. That the parties were lawfully married on December 5, 1972, at Chicago, Illinois.

3. That, without cause or provocation by the Petitioner, the Respondent has been guilty of mental cruelty toward the Petitioner.

4. That two children were born of the parties as a result of this marriage, to wit: Erika, born December 3, 1974, and Jaime, born March 13, 1977.

5. That the Petitioner is not presently pregnant.

6. That the parties hereto own in joint tenancy, by and between themselves, the former marital real estate located at 13238 Carondole, Chicago, County of Cook and State of Illinois, and legally described as follows:

Lot Sixteen (16) in Cox's Subdivision of the East Half (½) of the East Half (½) of the East Half (½) of the Southeast Quarter (¼) of the North West Quarter (¼) of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian.

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

8. That the Petitioner and Respondent have entered into a written Property Settlement Agreement between themselves dated August 14, 1978, settling all questions of maintenance and property rights, and that said Agreement has been received in

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and probably there, and that said assessment has been made on the

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with a probable reference to assessment, however, that will be made

3. That the petitioners and respondents have been made

the petitioners and respondents were

4. That the petitioners and respondents have been made

petitioners

5. That the petitioners and respondents have been made  
petitioners of the County of Cook, Illinois, and  
of the City of Chicago, Illinois, and  
of the State of Illinois, and  
of the County of Cook, Illinois, and  
of the City of Chicago, Illinois, and  
of the State of Illinois, and

to follow.

6. That the petitioners and respondents have been made  
petitioners of the County of Cook, Illinois, and  
of the City of Chicago, Illinois, and  
of the State of Illinois, and

7. That the petitioners and respondents have been made

8. That the petitioners and respondents have been made

whereas

9. That the petitioners and respondents have been made

10. That the petitioners and respondents have been made

11. That the petitioners and respondents have been made

12. That the petitioners and respondents have been made

13. That the petitioners and respondents have been made

14. That the petitioners and respondents have been made

15. That the petitioners and respondents have been made

16. That the petitioners and respondents have been made

17. That the petitioners and respondents have been made

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evidence as Petitioner's Exhibit 1, and that by leave of Court is made a part of this Judgment of Dissolution of Marriage, and has been attached to and thereby incorporated in this Judgment for Dissolution of Marriage by reference thereto and is set forth in words and figures as follows:

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as follows:

of marriage by reference to the date and to her death to words and phrases  
attached to and thereby incorporated in this judgment for dissolution  
of marriage, and that the said parties have agreed to execute and file  
evidence as set forth in Exhibit A, and that by leave of Court is made

IT IS THEREFORE ORDERED, ADJUDGED and  
DECREED:

That the parties are hereby granted a Judgment for  
Dissolution of Marriage and the bonds of matrimony heretofore  
existing between the Petitioner and the Respondent be and the same  
are hereby dissolved, and the same are dissolved accordingly.

IT IS FURTHER ORDERED as follows:

(a) That the written Property Settlement Agreement  
entered into and executed by and between the Petitioner and the  
Respondent on or about August 16, 1978, settling all questions of  
property rights, custody and maintenance rights, and heretofore  
received in evidence as Petitioner's "Exhibit 1" and the original  
of which is attached hereto and merged and incorporated herein  
as set forth verbatim and all of its terms and provisions are hereby  
expressly affirmed, approved and adopted as the order and  
judgment of this Court to the same extent and with the same force  
and effect as if said provisions were set forth verbatim in this  
Judgment for Dissolution of Marriage.

(b) That, with reference to Article VIII, Part 1 of the  
Settlement Agreement incorporated into this Judgment, Petitioner  
acknowledges that Respondent has already paid to her \$270.00 of  
said arrearages, and that the amount now remaining and owing  
to her is \$290.00.

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THE BOARD OF SUPERVISORS OF COOK COUNTY

RESOLUTION NO. 12345

WHEREAS, the Board of Supervisors of Cook County, Illinois, has the honor to receive from the

SEVERAL

of the Board of Supervisors of Cook County, Illinois, the following

and the Board of Supervisors of Cook County, Illinois, do hereby

to the Board of Supervisors of Cook County, Illinois, the following

and the Board of Supervisors of Cook County, Illinois, do hereby

and the Board of Supervisors of Cook County, Illinois, do hereby

and the Board of Supervisors of Cook County, Illinois, do hereby

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and the Board of Supervisors of Cook County, Illinois, do hereby

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(c) That, with reference to the said attorney fees of \$300.00 payable by the Respondent to CHARLES E. LINDELL, attorney for the Petitioner, said sum shall be paid to said CHARLES E. LINDELL within ninety days of entry of Judgment in this cause.

(d) That the Court shall retain jurisdiction of this cause and of the parties hereto and of the subject matter hereof for the purposes of enforcing all of the terms and conditions set forth in this agreement.

ENTER:

J. C. SLAD,  
JUDGE

SEP 19 1979

Approved:

*Charles E. Lindell, for pet.  
Judith Landeaman, for resp.*

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To each of the said attorneys, with reference to the said attorney, that

the said attorney shall be held liable for the costs of the proceedings

and of his or her fees, and shall be held liable for the costs of the proceedings

and of his or her fees, and shall be held liable for the costs of the proceedings

and of his or her fees

and of his or her fees, and shall be held liable for the costs of the proceedings

and of his or her fees, and shall be held liable for the costs of the proceedings

and of his or her fees, and shall be held liable for the costs of the proceedings

and of his or her fees

          
J. W. [illegible]

SEP 19 1932

*[Handwritten signature]*  
[illegible]

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FORM 29

STATE OF ILLINOIS, } ss.  
County of Cook, }

I, Morgan M. Finley, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of records, files and seals thereof, do hereby certify the above and foregoing to be a true, perfect and complete copy of a certain Judgment made and entered of record in said court in a certain cause lately pending in said Court on the Chancery side thereof,

wherein In re the Marriage of Cynthia D. De La Pena was Petitioner  
plaintiff  
and James R. De La Pena was Respondent  
defendant

In Witness Whereof, I have hereunto set my hand and affixed  
the seal of said Court, at Chicago, ILLINOIS

October 5th 1978

*Morgan M. Finley*  
Clerk.

MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County

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REGISTERED

*11/23/90  
R/S  
A/S*

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1990 AUG 21 AM 10: 0  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED No.	REGISTERED CAROL MOSELEY BRAUN REGISTRAR
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*Richard J. Garcia  
10400 S. Loring Ave  
Chicago, Ill. 60617*