

3941941

Certificate No. X 1348 44 S Document No. _____

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

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

LOT SEVENTEEN.....(17).....

In Block Fifteen (15), in Hanover Highlands Unit No. Two, Village of Hanover Park, Cook
County, Illinois, a Subdivision of part of the Northeast Quarter (4) of Section 31 and
the Southeast Quarter (4) of Section 30, Township 41 North, Range 10, East of the Third
Principal Meridian, according to Plat thereof registered in the Office of the Registrar
of Titles of Cook County, Illinois, on February 26, 1964, as Document Number 2137400, and
Certificate of Correction thereof registered on March 26, 1964, as Document Number 2141807.

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X 07-31-203-013 01817

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

James K. [Signature]

CHICAGO, ILLINOIS 2-1 1991

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

Attorney Number 18090

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

IN RE: THE MARRIAGE OF)
)
ELBA PEREZ)
 Plaintiff)
)
vs.) No. 90 D 10303
)
JOSE PEREZ,)
 Defendant.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

On August 3, 1990, Plaintiff, Elba Perez, by and through her attorney Daniel Giudice, of the law firm of Dooley, Chessick and Giudice; and Defendant, Jose Perez, representing himself pro-se, the parties having entered into stipulation that the above entitled cause be heard as a default according to the statutes in effect, and the Court having heard the testimony taken in open court in support of said Petition, a certificate of which evidence has been filed herein, and the Court being fully advised in the premises,

FINDS THAT:

1. It has jurisdiction of the parties and the subject matter and the parties hereto.
2. One of the parties at the time of filing of said Petition was domiciled in the State of Illinois and County of Cook, and said domicile has been maintained for 90 days prior to the findings herein.
3. The parties were married on April 3, 1976, at Chicago, Illinois, and the marriage was registered in Cook County, Illinois.

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*From Open court file
N of file - 1*

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B. The written Mutual Settlement Agreement, made and entered into by and between the parties hereto on June 30, 1990 as set forth verbatim below, and the same is hereby made binding upon each of the parties to the Agreement and Order of this Court, and each of the parties shall do and perform all of the acts and things by him or her that are required in the Agreement; said Agreement is in words and figures as follows:

A. The Petition for Dissolution of Marriage is granted and the parties are awarded a Dissolution of Marriage; the marriage heretofore existing between the parties is hereby dissolved.

Therefore, by the power and authority vested in this Court, and the statute in such case made and provided, IT IS ADJUDGED AS FOLLOWS:

7. That the parties have voluntarily entered into a written Settlement 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 have in the future have against the other; that said written Settlement Agreement is fair, reasonable and equitable, and the Court approves of all of them.

8. Irreconcilable differences have caused an irretrievable breakdown of the marriage, and the parties have been living separate lives for a period of three years.

9. That the Plaintiff has proven the grounds of mental cruelty as defined in Section 401(a)(1) of the Illinois Marriage and Dissolution of Marriage Act.

6. The Defendant is employed as a shipping clerk with General Biscuit Company.

5. The Plaintiff is employed as a service representative with Illinois Bell Telephone.

4. No children were born to the parties during the marriage, no children were adopted by the parties during the marriage and the Plaintiff is not pregnant.

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H. Each party has obtained the advice of counsel of his or her choice with respect to this agreement. Each party acknowledges that she or he is fully informed of her or his respective rights and obligations under this Agreement and under Illinois law. Accordingly, each party represents and warrants that:

G. The wife is employed as a service representative with Illinois Bell Telephone Company. The husband is employed as a shipping clerk with General Biscuit Company.

F. The Wife has retained and received advice and counsel from Robert Earl Dooley of the law firm of Dooley, Chesnick & Giudice. The husband is representing himself. The wife hereby acknowledges that he has received no legal advice whatsoever from the law firm of Dooley, Chesnick & Giudice regarding this matter.

E. The parties consider it to be in their best interest to settle all issues which could be raised by either of them in said litigation, and forever, finally, and fully to settle and adjust all rights which either party may have against the other, whether by virtue of the marriage or any other relationship including, but not limited to, any causes of action in tort arising between the parties, as well as any and all other rights which either of them now has or may hereafter claim to have against the other, without reservation of any kind, nature or description, and specifically including a resolution by Agreement of all rights and claims in and to any property of the other, whether marital or non-marital, whether now owned or hereafter acquired, and further including all rights and claims in and to the estate of the other.

D. There is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act. The litigation is filed under case number 90 D 2405 and is titled "In re: The Marriage of Elba Perez, Plaintiff vs. Jose Perez, Defendant". Said cause remains pending and undetermined.

C. The children were born to the parties as a result of the marriage and no children were adopted by the parties during the marriage. The wife is not pregnant.

B. As a result of irreconcilable differences which have arisen between them, the parties no longer live together as husband and wife.

A. The parties were lawfully married at Chicago, Illinois on April 3, 1976. Said marriage was registered in Cook County, Illinois.

RECITALS

THIS AGREEMENT made and entered into this 30th day of June, 1990, by and between Elba Perez, hereinafter referred to as the "wife", and Jose Perez, hereinafter referred to as the "husband".

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1.3 Reservation of Rights. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought between the parties for relief under the Illinois Marriage and Dissolution of Marriage Act.

1.2 Amicable Settlement of Disputes. By this Agreement, the parties intend to effect an amicable resolution of their disputes, to mitigate the potential harm to the spouses caused by a dissolution of marriage, and to make whatever reasonable provisions are necessary for the parties subsequent to a dissolution of marriage.

1.1 Recitals. The parties intend that the recitals set forth in paragraphs A through and including paragraph H above be included as an integral part of this agreement.

ARTICLE I
INTENTIONS OF THE PARTIES

Now, therefore, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties do freely and voluntarily agree to each and every term and provision hereinafter set forth in this Marital Settlement Agreement.

v. The terms and provisions of this Agreement are fair and equitable to each of the parties in light of the respective and collective circumstances of the parties.

iv. The other party has made no representations or warranties as an inducement to enter into this Agreement, other than those set forth in writing within the terms and provisions of this Agreement, and all promises made by the other party that are capable of being enforced have been made a part of this Agreement.

iii. She or he has entered into this Agreement freely and voluntarily, without imposition of force, duress, coercion, or undue influence from any source, and that at the time this Agreement is signed, neither party is under the influence of any drug or alcohol which might effect her or his ability to understand the import of signing this Agreement.

ii. She or he has carefully reviewed the terms of this Agreement and all of its provisions and has a full and complete understanding of the legal consequences of entering into this Agreement, and has been fully advised by her or his counsel, if applicable, as to same.

i. She or he has made a full and complete disclosure of her or his financial condition, and that she or he is fully informed of the wealth, property, estate and income of the other.

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4.2 The husband agrees to assist the wife by completing whatever documents are required to continue the group health insurance benefits currently provided to the wife and her child under the husband's health insurance. The wife shall be responsible for the payment of all premiums associated with the continuation of said health insurance.

4.1 The husband and wife each have accrued retirement benefits with their employers. Both the husband and the wife shall be entitled to receive their respective retirement accounts free and clear from any claim whatsoever from the other. The husband hereby waives any interest he may have in any retirement account in the wife's name and the wife hereby waives any interest she may have in any retirement account in the husband's name. Both the husband and the wife agree to execute any documents that may be required to effectuate the provisions of this paragraph.

ARTICLE IV
RETIREMENT BENEFITS AND HEALTH INSURANCE

3.2 The Husband hereby waives, remises, and releases any and all interest she may have in and to said property by virtue of the marriage of the parties. The husband shall execute such documents as shall be necessary to assure the wife's sole and exclusive ownership of said property. The wife shall be entitled to take all tax deductions available with respect to the residence on her 1990 federal and state income tax returns.

The parties are presently the joint owners of improved real estate commonly known as 7107 Longmeadow Lane, Hanover Park, Illinois. On the effective date of this agreement, the husband shall execute and deliver to the wife a quit-claim deed, transferring all of his ownership in the residence to the wife, so that she shall become the sole owner of said real estate. The residence shall then become the sole property of the wife, and she shall be responsible for all payments and liabilities associated with the residence, and shall hold the husband completely harmless thereon.

ARTICLE III
REAL ESTATE

2.1 Waiver of Maintenance. Each party hereby waives, remises, and releases any and all claims against the other for maintenance, alimony, and/or spousal support, whether past, present, or future. This agreement, when effective, shall terminate and bar each party's rights to receive maintenance, alimony, and/or spousal support from the other, whether past, present or future.

ARTICLE II
MAINTENANCE

5.4 Other Personal Property. The parties represent that all other items of personal property, not otherwise described in this agreement, have been divided to the satisfaction of the parties and shall remain with the party in whose possession the property is currently located. All furniture, appliances, stereos and T.V.'s shall

5.3 Automobiles. The wife shall retain, free and clear from any claim of the husband and as her sole property the 1978 Chevrolet Malibu and 1985 Chevrolet Cavalier automobiles. The wife shall indemnify and hold the husband harmless from any and all claims associated with said automobiles and shall be solely responsible for all expenses associated with said automobiles. The husband shall retain, free and clear from any claim of the wife as his sole property the 1990 Chevrolet truck. The husband shall indemnify and hold the wife harmless from any and all claims associated with said truck and shall be solely responsible for all expenses and payments associated with said truck. Additionally, on the effective date of this agreement the husband agrees to transfer to the wife, for the benefit of the husband's step son Syed Omar Ali, all title and interest in the 1978 Chevrolet Malibu automobile. Thereafter, the wife shall retain, free and clear from any claim of the husband and as her sole property said 1978 Chevrolet Malibu. The wife shall indemnify and hold the husband completely harmless from any and all claims associated with said automobile and shall be solely responsible for all expenses associated with said automobile. The wife agrees to transfer the title to the name of the step-son as soon as the step son reaches majority.

5.2 Wedding Gifts. The wife shall retain, free and clear from any claim of the husband, all shower gifts and all wedding gifts from her family and friends. The husband shall retain free and clear of any claim of the wife all wedding gifts from his family and friends.

5.1 Personal Property. The wife shall be entitled to retain, free and clear from any claim of the husband, the following personal property: 2 twin beds, rocking chair, chest, color T.V., tree coat hanger, tool box lamp and vacuum cleaner. The husband shall be responsible for all payments and liabilities associated with said personal property, and the husband shall hold the wife completely harmless from any such expense or liability. The husband shall be entitled to retain, free and clear from any claim of the wife, the following personal property: Air conditioner, bed, chest, rocker, table, turner, snow blower, lawn mower, lamp and saw. The husband acknowledges receiving \$120.00 in payment in exchange for certain of the aforementioned articles of personal property. The wife shall be responsible for all payments and liabilities that may be associated with said personal property, and the wife shall hold the husband completely harmless from any such expense or liability.

ARTICLE V
OTHER PROPERTY

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8.2 Mutual Release. To the fullest extent by law permitted to do so, and

and all such documents in the place and stead of the party herein so obligated. Title Division, or other Court of competent jurisdiction, to execute and deliver any designate any judge or associate judge of the Circuit Court of Cook County, Land and all documents required for the transfer of real estate hereunder, the parties relinquished and waived. To further implement the execution and delivery of any transfer, assignment and conveyance of all rights hereinabove designated to be Agreement shall, and is hereby expressly declared to, constitute a full and present hereto for any reason shall fail or refuse to execute any such documents, then this properties of said parties in the manner herein agreed and provided. If either party Agreement and establish of record the sole and separate ownership of the several documents which may be necessary and proper to carry out the purposes of this at any time and from time to time, to execute, acknowledge and deliver any and all titles and estates in the respective parties hereto, as hereto provided, and thereafter, this Agreement, good and sufficient instruments necessary and proper to vest the the parties hereto shall execute, acknowledge, and deliver upon the effective date of 8.1 Execution of Necessary Documents. Except as otherwise provided, each of

ARTICLE VIII
GENERAL PROVISIONS

7.1 Respective Obligations. Each party shall be solely responsible for the payment of his or her respective attorneys' fees and costs incurred in this proceeding, as applicable, and each party shall indemnify and hold the other party harmless with respect thereto.

ARTICLE VII
ATTORNEYS' FEES AND COSTS

6.1 Respective Obligations. Except as otherwise set forth in this agreement, each party shall bear sole responsibility for any and all debts and liabilities which he or she has respectively incurred, and the party so incurring same shall indemnify and hold the other party harmless thereto. The husband shall be solely responsible for the automobile loan with GMAC pursuant to the terms of paragraph 5.3 above, and shall hold the wife completely harmless thereon. The parties represent that all debts have been divided to their mutual satisfaction, and that each party agrees to be responsible for their respective debts as so divided.

ARTICLE VI
DEBTS AND LIABILITIES

do the property of the wife, except for those items specifically retained by the husband pursuant to paragraph 5.1 above.

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8.4 Full Understanding. Each party fully understands all of the terms of this Agreement, and the terms represent and constitute the entire understanding between

8.3 Waiver of Estate Claim. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator-with-will-annexed of the estate of the other party, and each of the parties does further relinquish all right to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never married, each of the parties hereto respectively, reserving the right to dispose, by testament or otherwise of his or her respective property in any way that he or she may see fit, without any restrictions or limitations whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this Agreement, or the rights of either party under this Agreement.

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 maintenance, alimony, dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, or otherwise, by reason of the marital relation 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, to or against the property and assets of the other, real or personal, or mixed, or his or her estate, whether now owned or hereinafter 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 and assigns, for the purpose of enforcing any or all of the rights relinquished under this Agreement, and each of the parties agree that in the event that 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 each of the parties further agree to execute, acknowledge and deliver at the request of the other party, his or her heirs, personal representatives, assigns, devices or assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably required 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.

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them. Each party has read this Agreement and finds it would be in accordance with his or her understanding, and each voluntarily executes this Agreement.

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

8.6 Recitals. The recitals set forth in paragraphs A through G in the commencement of this Agreement are intended to be a part of this Agreement.

8.7 Pronouns. Any word in the text of this Agreement shall be read as singular or plural, and/or as masculine, feminine, or neuter, as may be necessary to give the intended meaning thereto and/or carry out the intention of the parties.

8.8 Oral Amendments. No covenant, promise or undertaking shall be effective to modify or amend this Agreement or to Waive or relinquish any right provided by the terms and provisions of this Agreement, unless such covenant, promise or undertaking shall be reduced to writing and duly executed by both parties.

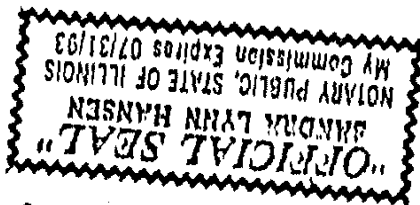
8.9 Modifications. This Agreement shall not be subject to modification or amendment unless expressly permitted by the express provisions hereof.

8.10 Other Agreements. This Agreement contains a full and complete recitation of the understandings between the parties. No other representations, warranties, promises, covenants or undertakings have been made by either party to the other as an inducement to enter into this Agreement.

8.11 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard to the law for domicile of residence of other party.

8.12 Effective Date. This Agreement shall become effective and shall be binding on the parties immediately upon its execution by the parties, in conjunction with the entry of Judgment of Dissolution of Marriage, the parties, or either of them, shall submit this Agreement to a court of competent jurisdiction for determination that this Agreement is not unconscionable.

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6/30/90

Notary Public

Sandra Lynn Hansen

I, *Sandra Lynn Hansen*, a notary public, hereby certify that I witnesses Jose Perez, personally known to me, affix her signature to this Marital Settlement Agreement on this 30 day of June, 1990.

Notary Public

Sandra Lynn Hansen

I, Kathleen Scatena, a notary public, hereby certify that I witnesses Dibu Perez, personally known to me, affix her signature to this Marital Settlement Agreement on this 30 day of June, 1990.

Dibu Perez

Dibu Perez

Dibu Perez

Dibu Perez

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth hereinabove.

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THIS IS TO CERTIFY THAT THE ABOVE NAMED PARTY IS THE
HEIR AT LAW OF THE ESTATE OF THE DECEASED

ALL ATTESTED AND CORRECTED BY THE CLERK OF THE COURT
Attorney Number-18090
(708) 708-9750
Schamburg, Illinois 60173-6128

Suite 300
1701 E. Woodfield Road
Attorney for the Plaintiff
Dooley, Chesick and Giudice
Daniel Giudice

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J. BEATY
549
ENTERED
1980

JUDGE

ENTER

D. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms and provisions of this judgment, including all of the terms and provisions of the Marital Settlement Agreement made and entered into by and between the parties hereto on June 30, 1980.

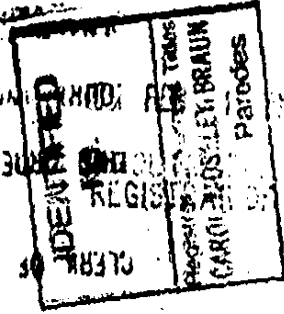
C. Both parties waive and are barred as to maintenance.

Plaintiff is granted use of her maiden name
SOLVED

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
 THE FOLLOWING PERSON IS THE COMMAND OF THE CIRCUIT
 COURT OF COOK COUNTY, ILL. IN CONNECTION WITH THE
 PAROLES HEARING THEREON. THE SUBJECT TO THE

3941941

Robert E. Doolley
 Attorney
 1701 E. Roosevelt St. Chicago, Ill.
 1-1-91

1-1-91
 3941941

Robert E. Doolley

DATE 1-1-91

PLEASE VERIFY THE ABOVE TO BE CORRECT.

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Attorney

Robert E. Doolley