STATE OF ILLINOIS SS. COUNTY OF COOK

Atty No: 52966 4002603

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

THE MARRIAGE OF IN RE: CAROLINA MIRANDA,

Petitioner,

NO.

JOSE L. MIRANDA,

Respondent.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER coming on to be heard upon the Verified Petition for Dissolution of Marriage filed by the Petitioner, CAROLINA MIRANDA, who has been represented throughout these proceedings by her attorney, ARMOLD RIVERA; and the Respondent, JOSE L. MIRANDA, entering his own Appearance, and the Parties having stipulated to having this matter heard as if it were a default and having reached a Marital Settlement Agreement; and CAROLINA MIRANDA appearing in Court in her own proper person and by her attorney, and CAROLINA MIRANDA being duly sworn and examined in Open Court and offering additional proof to support the allegations contained in her Petition for Dissolution of Marriage and JOSE L. MIRANDA having filed his Appearance and also appearing in Court considering all of the evidence and being fully advised in the premises, FINDS:

That this Court has Jurisdiction of the Parties iereto and the subject matter hereof.

That at the commencement of the within action, the

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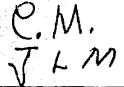
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Petitioner was a resident of the State of Illinois and also domiciled for ninety (90) days next preceding the Court's findings.

- That the Parties were lawfully married on February
 1968 and said marriage was registered in Guanajuato,
 Mexico.
- 4. That three (3) children were born to the Parties as a result of this marriage, namely: Jose Juan Miranda, age 22 years old, born May 8, 1969; E. Moises Miranda, age 21 years old, born Jung 9, 1970 and H. Gustavo Miranda age 17 years old, born October 7, 1974. That the Parties did not adopt any children and that the Petitioner is not presently pregnant by the Respondence.
- 5. The Respondent is quilty of extreme and repeated mental cruelty without the fault or provocation on the part of Petitioner.
- 6. That the Parties have entered into a Marital Settlement Agreement dated 5 25 /99/ which is in essence as follows:



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THIS AGREEMENT, made this 23 day of 1991, at Chicago, Illinois, by and between Carolina Miranda (hereinafter referred to as Carolina or the "wife" or "spouse"), residing at 1423 Dodge, Evanston, Illinois and Jose L. Miranda (hereinafter referred to as Jose "husband" or "spouse"), residing at 1423 Dodge, Evanston, Illinois.

WHEREAS. the parties were lawfully married at Guanajuato, Mexico on February 9, 1968; and

WHEREAS, the Respondent is guilty of extreme and repeated mental cruelty without the fault or provocation on the part of Petitioner; and

WHEREAS, three children were born to the parties during their marriage, namely: Jose Juan Miranda, born May 8, 1969; E. Moises Miranda, born June 9, 1970 and H. Gustavo Miranda, born October 7, 1974 (hereinafter referred to as Jose Juan, E. Moises, "children" H. Gustavo, "minor child"), and the wife is currently not pregnant; and

WHEREAS, wife has filed against the husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, under Docket number 9/0/5092. The case is entitled in Re: The Marriage of Carolina Miranda, Petitioner and Jose L. Miranda, Respondent, and that case remains pending and undetermined; and

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WHEREAS, the parties heret consider to their best

interests to settle between themselves the question of spouse maintenance, custody, visitation, support, maintenance, medical and related needs of the child of the parties, other rights growing out of the marital or any other relationship which either of them now have or may hereafter have or claim to have against the other, or to any property of the other, whether real or personal, now owned or which may hereafter be acquired by either of them, including a division of all marital and non-marital property, or any rights or claims in and to the estate of the other; and

WHEREAS, each of the parties has made full disclosure to the other of all property owned by each of them and of the income derived there from, and from all other sources, and are fully advised as to their rights in relationship thereto; that each of them has had this ligreement and the legal effect of each of the provisions hereof fully explained, and each has acknowledged that he and the has been fully informed of their rights and the husband being advised that Arnold Rivera is the attorney for the wife and can not and does not represent the husband; and

WHEREAS, on the basis of the foregoing recitals and with a full and complete understanding of this document and the legal effect thereof, each of the parties has freely and voluntarily executed this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as

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follows:

ARTICLE I

RIGHT OF ACTION

- 1. This Agreement is not one to obtain or stimulate a dissolution of marriage.
- 2. The wife reserves the right to prosecute any action for Discolution of Marriage which she has brought and defend any action which may be commenced by husband. The husband reserves the right to prosecute any action for Dissolution of Marriage which he may hereafter bring and defend any action

which has been commenced by wife.

ARTICLE II

CUSTODY OF THE MINOR CHILD

The wife shall have custody, care, control and education of the minor child, H. Gustavo Miranda.

ARTICLE III

VISITATION

Jose L. Miranda shall have reasonable visitation rights with the minor child, H. Gustavo. As the child gets older, the husband shall have the right to have the child for overnight visits and also to take the child with him on summer vacation

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trips as the parties may agree. Jose L. Miranda will have the right to visit with the child on weekends as the parties may agree and if the visitation will occur during the weekday, then Jose L. Miranda must give the wife as least a 48 hour notice of said intention. Jose L. Miranda will be able to take the child on vacation to Mexico since he will be residing there. Any changes to the schedule will be upon the agreament of both parties.

ARTICLE 1.
CHILD SUPPORT Jose L. Miranda shall pay through the Clerk of the Court the sum of \$400.00 of his social security check every month as and for child support of the minor child and maintenance of Petitioner.

ARTICLE V

EDUCATION

If the child wants to go to college, the parties agree to contribute up to 50% each for tuition and any other costs.

ARTICLE VI

HEALTH INSURANCE AND MEDICAL BILLS

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The wife shall maintain a comprehensive health and medical insurance, on the child H. Gustavo. The husband and wife will share equally (50/50) those expenses pertaining to medical, dental or optical bills not covered by the mother's health insurance program.

ARTICLE VII

PROPERTY.

- 1. REAL ESTATE. Ox
- A. The Petitioner shall receive a quit claim deed from the Respondent for the house commonly known as 1423 Dodge, Evanston, Illinois and will be responsible for the mortgage payments.
- 2. AUTOMOBILES.

The parties agree that the 1978 Chevy Impala shall henceforth be the sole and exclusive property of husband. The parties shall within ten days after the approval of this Agreement by the Court, convey such instruments as may be required to transfer titles.

- 3. MARITAL PROPERTY.
- All items such as furniture and fixtures have already been divided to the satisfaction of the parties.
- 4. NON-MARITAL PROPERTY.

The parties have heretofore divided their non-marital

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property to their mutual satisfaction.

ARTICLE VIII

INCOME TAX

Commencing with and including the calendar year 1991 and in all subsequent years the parties shall file separate income tax returns. Carolina shall have the right to claim the minor child as a dependent on her income tax returns. Any and all caxes due on child support paid by the Husband shall be the sole responsibility of the Husband.

ARTICLE IX

EMANCIPATION OF THE MINOR CHILD

With respect to an "emancipation event", it shall occur or be deemed to have occurred upon tre earliest to happen of any of the following:

- 1. The child attaining the age of majority.
- 2. The child's marriage.
- 3. The child having a permanent residence away from either of the parents.
- 4. The child's death.
- 5. The child's entry into the armed forces of the United States.
- 6. The child engaging in full-time employment on a year-round basis.

C.M. J.L.M.

Children Committee

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Each party forever waives any and all interests that each might have in the others pension/retirement plan at their respective places of employment.

ARTICLE XI

EFFECT OF AGREEMENT

Agreement shall be effective unless made in writing and executed with the same formality as this. The wife and husband agree that this document constitutes a complete adjustment of their property rights and that this agreement constitutes the total property rights and that this Agreement of the parties. The wife and husband agree that this Agreement of the parties. The wife and husband agree that this Agreement shall be submitted to the court for approval and if approved shall be made part of the Judgment for Dissolution, and shall be of effect and binding only if a Judgment for Dissolution is entered in the pending case in the Circuit Court of Cook County.

WHEREFORE, we have fully freely this $23-\sqrt{\text{day}}$ of 5 in the year 1991 set our hands to this Agreement, consisting of ten pages, this included.

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CAROLINA MIRANDA JOSE L. MIRANDA

Before me, a Notary Public, in the State of Illinois, County of Cook, appeared Carolina Miranda and Jose L. Miranda this 23-d day of Santanian 1991. The said parties voluntarily and freely signed the Marital Property Settlement Agreement.

County Clark's Office

NOTARY PUBLIC

Notary Public. Itale of Illinois
My Commission Experts 1 /30/91

LOT 13, THE NORTH \$ OF LOT 14 IN BLOCK 3 IN BROWNE AND CULVER'S ADDITION TO EVANSTON, A SUBDIVISION OF THE NORTH \$ AND THE NORTH 71\$ FEET OF THE SOUTH \$ OF THE SOUTHWEST \$ OF THE SOUTHEAST \$ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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That the Court has considered and approved the

Marital Settlement Agreement entered between the Parties 3000 WHEREFORE, IT IS ORDERED; ADJUDGED AND DECREED:

- A. That the Petitioner's Petition for Dissolution of Marriage is granted and the Parties are awarded a Dissolution of Marriage, and the marriage heretofore existing between the Parties be and it is hereby dissolved.
- That the Marital Settlement Agreement entered into between the Parties is hereby incorporated into and made a part of this Judgment for Dissolution of Marriage.
- That the Petitioner and the Respondent are ordered C. to carry out all of the terms, conditions and provisions of this Judgment for Dissolution of Marriage as contained in the Marital Settlement Agreement.
- That the Court retain; jurisdiction of the Parties and subject matter herein for purpose of enforcing the provisions and terms of this Judgment for Dissolution of C/6/4'S Marriage.

ENTERED:

CALVIN H. HALL-284

JUDGE

#52966 ARNOLD RIVERA, Attorney at Law 3106 N. Cicero Chicago, IL. 60641 (312) 794-0082

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