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Doc#: 1224839011 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/04/2012 09:27 AM Pg: 1 of 4

Lis Pendens Notice (Rev. 2/09/04)
CCG 0066

IN THE CIRCUIT COURT OF
McHENRY COUNTY, ILLINOIS ✓

IN RE: THE MARRIAGE OF,
TERESA WOJCIECHOWSKI,
Plaintiff

v.

JOHN WOJCIECHOWSKI,
Defendant

No. 08 DV 434

LIS PENDENS NOTICE

I, the undersigned, do hereby certify that the above entitled cause was filed in the Circuit Court of McHenry County, Illinois on May 14, 2008, and that the Marital Settlement Agreement (relevant section attached) dividing the parties assets, and providing for attorneys' fees to be paid from the sale of the noted property, was entered on January 24, 2012, the property affected by said cause is described as follows:

Address of Real Estate: 6558 W. Montrose, Harwood Heights, Illinois 60706 ✓
PIN No: 13-18-405-023-0000 ✓

Legal Description: Lot 11 (except the east 15 feet thereof) and lot 10 in block 5 in Volk Brothers Montrose Ridge being a subdivision in section 18, township 40 north, range 13, east of the third principal meridian, ✓

in Cook County, Illinois.

Atty. No.: 00356093
Name: Anna Markley Bush - BUSH & HEISE
Atty. for: Teresa Wojciechowski
Address: 1300 S. Grove Ave., Suite 104A
City/State/Zip: Barrington, IL 60010
Telephone: 847/382-4560

BUSH & HEISE
Attorneys for Petitioner

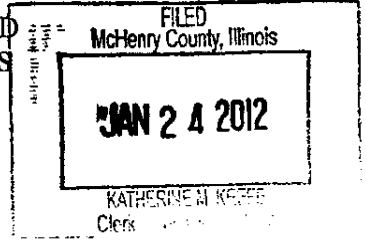
By: 
Anna Markley Bush

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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SC ✓
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IN THE CIRCUIT COURT OF THE TWENTY-SECOND
JUDICIAL CIRCUIT, McHENRY COUNTY, ILLINOIS



IN RE THE MARRIAGE OF:)
)
 TERESA WOJCIECHOWSKI)
 Petitioner,)
)
 and) No. 08 DV 434
)
 JOHN WOJCIECHOWSKI)
 Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition for Dissolution of Marriage of the Petitioner, TERESA WOJCIECHOWSKI, and the response thereto of the Respondent, JOHN WOJCIECHOWSKI, the Petitioner being present in open Court and being represented by her counsel, Anna Markley Bush, Esq, of the Law Firm of BUSH & HEISE, and the Respondent being present in open Court and being represented by his counsel, Carlton R. Marcyan, Esq., of the Law Firm of SCHILLER DUCANTO & FLECK LLP, the Court having heard the evidence adduced by the Petitioner in support of her said Petition, and having heard argument of counsel and being fully advised in the premises, DOTH FIND:

1. That this Court has jurisdiction of the parties to, and the subject matter of, this cause.
2. That both the Petitioner and the Respondent were, at the time of commencement of this action, residents of the State of Illinois, and such residences have been maintained for in excess of ninety (90) days next preceding the making of this finding.
3. That the parties hereto were lawfully joined in marriage on, to-wit: the 26th day of October, 1968 in Cook County, Illinois, where said marriage was registered, and that they have ceased cohabiting as husband and wife.

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(C) 6558 W. Montrose Avenue, Harwood Heights, IL ("Montrose") has or shall be placed on the market and listed for sale at an asking price as set forth in a certain letter agreement incorporated by reference to this Agreement. This letter agreement also sets forth certain terms and parameters of sale of this property, in "as is" condition, that the parties are obligated to follow and shall be considered terms within this Agreement. . The property shall only be sold to a purchaser unrelated to either party through blood or marriage and shall be a *bona fide* sale at arm's length. The parties shall agree upon one broker or alternatively, shall each have their own individual broker who shall co-broker this property and equally split costs and commissions.

- (i) *Costs to Maintain the Property During Period of Sale.* During the period when the Montrose property is for sale commencing February 1, 2012, rental receipts generated from the sale shall be segregated in a separate account devoted solely for this purpose and used for the operating and other related costs of this building. Shortfalls shall be advanced by the parties equally in the payment of the monthly mortgage obligation with Bank of America with an approximate balance owed of \$130,000, monthly obligation to Parkway Bank with regard to the Equity Loan with an approximate balance of \$260,000, no further draws or withdrawals shall be made on this equity loan unless agreed to in writing by both parties, real estate

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- (iv) *Net Proceeds.* After payment of any and all expenses incurred in connection with the sale, including, but not limited to, the costs specifically set forth in the foregoing subparagraphs, the remaining proceeds shall be divided equally between John and Teresa. If there is a shortfall and the proceeds are not sufficient to pay off the then outstanding mortgage and line of credit and all related fees and costs, then John and Teresa shall equally share any such shortfall including, if necessary, any tax consequences related to the forgiveness of any portion of the then outstanding mortgage and line of credit balances. From John's share, Theresa shall be reimbursed for any needed payments made pursuant Paragraph 3.2. (C) (ii) of this Agreement. From each party's share is a judgment for attorneys' fees from their respective counsel in the amount of \$ 25,577.10 to Ana Bush, Esq against Teresa, and \$ 29,665.00 to Carlton Marcjan against John. Before a party receives the remaining net proceeds the judgment for attorneys' fees shall be satisfied.
- (v) John may continue to live, rent free in his current apartment in the Montrose property, until the closing of sale to a 3rd party pursuant to the terms of this Agreement, without any claim by Teresa or another for credit or payment of any kind.