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STATE OF ILLINOIS)
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF:

ANNA J. KLEJKA,

Petitioner,

and

ANDRZEJ KLEJKA,

Respondent.

92205104

Cause No.: 91 D 01724

DEPT-01 RECORDING 1129.50
14222 TRAM 0928 03/27/92 13:39:09
18659 13 92-205404
COOK COUNTY RECORDER

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This cause coming to be heard before the Court by stipulation of the parties as an uncontested hearing on ANNA J. KLEJKA'S Verified Petition for Dissolution of Marriage, and the Respondent, ANDRZEJ, having filed an appearance and response to same, and each of the parties appearing in open court along with their respective attorneys, and the court having heard the evidence, and a transcript of which will be duly filed, and the Court being fully advised in the premises;

IT IS HEREBY ORDERED:

1. That this Court has jurisdiction over the parties herein, both parties having been residents of Illinois at the time the action was commenced and both have maintained that residence for at least ninety (90) days next preceding the making of this finding, and the Respondent has filed an appearance and response.
2. That this Court has jurisdiction over the subject matter herein.

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3. That the parties were married on November 26, 1982, and said marriage was registered in Zakopane, Poland.

4. That as a result of the marriage, one child was born to the parties named JACEK JOZEF KLEJKA on March 23, 1983. No children were adopted by the parties and Wife is not now pregnant.

5. That Petitioner ANNA J. KLEJKA is a fit and proper person to have the sole care, custody, control and education of JACEK JOZEF KLEJKA, the minor child of the parties.

6. That the parties are separated and have lived separate and apart for a continuous period in excess of six months and irreconcilable differences have caused the irretrievable breakdown of the marriage; the parties' efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

7. That Petitioner needs a contribution of child support from Respondent to support the parties' said minor child, and maintenance, and Respondent is able to pay same.

8. That the parties have entered into a written Marital Settlement Agreement, and the Agreement has been presented to this Court for its consideration and is in words and figures as follows:

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SETTLEMENT AGREEMENT OF MARITAL AND PROPERTY RIGHTS

THIS AGREEMENT, being thirty-nine (39) pages in length, is made and entered into this 18 day of March, 1992, AK by and between ANNA J. KLEJKA, hereinafter referred to as "Wife", and ANDRZEJ KLEJKA, hereinafter referred to as "Husband", both said parties being residents of Cook County, Illinois:

A. The parties were married on November 26, 1982, and said marriage was registered in Zakopane, Poland.

B. As a result of the marriage, one child was born to the parties named JACEK JOSEF KLEJKA on March 23, 1983. No children were adopted by the parties and Wife is not now pregnant.

C. Unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased living together as husband and wife, and that all past attempts to reconcile these differences have failed and all future attempts would be impracticable and not in the best interests of the child or the parties.

D. Wife has filed a Petition for Dissolution of Marriage against Husband in the Circuit Court of Cook County, Illinois, known as case number 91 D 01724, entitled "In re the Marriage of Anna J. Klejka, Petitioner and Andrzej Klejka, Respondent"; and said cause is still pending, as no judgment or other final order has been entered in that case.

E. Both parties consider it to be in their respective best interests to settle between themselves the issues of child support,

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warranties as an inducement to enter into this Agreement, other than as set forth in writing within the terms and provisions of this Agreement; and 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.

G. Husband represents and warrants that his only source of income is his full time employment with National Cleaning Company, 600 West Jackson Blvd., Chicago, Illinois, as a Janitor, and that his gross monthly income is \$2,095.11 and net monthly income after taxes and medical insurance is \$1,678.03. Husband further represents and warrants that he provided his complete and total financial position in his answers to Wife's Interrogatories and in the answers he provided in his Financial Declaration filed herein on or about March 19, 1991, with the only change being to his current gross and net monthly income as of the date of entry of a Judgment for Dissolution of Marriage as set forth in this paragraph, and herein warrants and states that said answers to discovery and the contents of this paragraph are current, true and correct as of the date of entry of a Judgment for Dissolution of Marriage herein, and that during the period commencing the date of his marriage to Wife to the date of the entry of a Judgment for Dissolution of Marriage herein that he has no savings or checking accounts, no safe deposit boxes, no profit sharing or IRA accounts, no possibility of a right to any retirement or pension fund accounts, no stocks, cash, bonds or mutual funds and that Husband has not purchased or owned any shares of stock for the period

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A financial declaration of wife is attached hereto as Exhibit B and made part hereof. wife warrants she has no other income, each otherwise, as Exhibit B is true + correct. 07.7.12 AK

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custody and the respective rights of property growing out of the marital relationship or any other relationship between the parties, all rights of every kind, nature and description, whether marital, non-marital, real, personal or mixed, which either of them now has or may later claim to have against the other, whether now or later owned or possessed by either of them; the right of Husband to receive maintenance from Wife; and the payment of attorneys' fees and court costs.

F. The Wife has retained and received advice and counsel from attorney DAVID A. CARRABOTTA. The Husband has retained and received advice and counsel from attorneys JAMES MORRONE and JOHN MORRONE. Each party acknowledges that their respective counsel has rendered competent and valuable legal services and he/she is fully informed of his or her respective rights and obligations under Illinois law pursuant to the terms and provisions of this Agreement. Accordingly, each party represents and warrants that:

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

ii. He or she has entered into this Agreement freely and voluntarily, without imposition of force, duress, coercion, or undue influence from any source;

iii. He or she has carefully reviewed the terms and provisions of this Agreement and has a full and complete understanding of the legal consequences thereof;

iv. The other party has made no representations or

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commencing five years prior to the date of marriage herein to the date the Judgment for Dissolution of Marriage is entered herein, no life, annuity, health, accident, or endowment service insurance policies of any kind or nature except for medical insurance insuring each of the parties and the minor child through his employer, and no other assets of any kind, real, personal, or mixed, of which Husband has any interest whatsoever, directly or indirectly, including but not limited to a vacant cemetery lot, beneficial interests in any land trusts and shares or option interests in any stocks or bonds, investment portfolios of any kind whatsoever, oral or written agreements, notes, trusts, or any interest in a business of any kind or nature, and that he has not sold or pledged, transferred, assigned, abandoned, or given away any such assets or interests in any such assets within the last five years immediately preceding the entry of a Judgment for Dissolution of Marriage herein, other than furniture with a total cumulative value of less than \$500.00 which is presently located in the marital home, and that Husband is not holding any property for the benefit of another whether in trust or otherwise.

NOW THEREFORE, in consideration of the mutual and several promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency 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, Petitioner ANNA J. KLEJKA being referred to hereinafter as "Wife", Respondent ANDRZEJ KLEJKA being

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referred to hereinafter as "Husband", and the minor child of the parties, JACEK JOZEF KLEJKA, being referred to as "Child".

ARTICLE I STATEMENT OF INTENTION AND RIGHT OF ACTION

1. This Agreement is not intended to undermine the integrity of marriage or the family relationship, and is not one to stimulate a dissolution of marriage.

2. By this Agreement, the parties intend to effect an amicable resolution of their disputes, to mitigate the potential harm to the spouses and their child caused by Dissolution of Marriage, and to make reasonable provision for the child after a Dissolution of Marriage. This Agreement is not one to obtain or stimulate a Dissolution of Marriage herein, but shall be effective only in the event a Judgment for Dissolution of Marriage of the parties is entered herein. In the event the court shall find this Agreement to be unconscionable, each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.

ARTICLE II CUSTODY AND VISITATION

1. Custody: Wife is the fit and proper person to have sole legal custody of the Child; and the parties hereto mutually covenant and agree that Wife shall have and is hereby awarded and granted the sole care, custody, physical custody and possession, control, and education of the Child, and is to make all decisions regarding same.

1(a). Visitation: That with regard to the visitation rights of

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Husband, Husband is granted supervised restricted visitation with the Child as set forth hereinbelow, same to take place on each Saturday commencing the Saturday after the entry of a Judgment for Dissolution of Marriage herein. However, Husband is to be at all times with his sister, ANTONINA KLEJKA, and is not to be alone with Child, and is not to operate any motor vehicle while Child is present in or about the motor vehicle. Further, Child is to never be taken to the marital home of the parties, said home being located at or near 7314 West 115th Street, Worth, Illinois. Husband is to be together and with his sister, ANTONINA KLEJKA, when picking up Child from Wife, and they are to pick up Child from the parking lot of Huck Finn's Donut Shop located at 6650 S. Pulaski, Chicago, Illinois at 12:30 p.m. on each said Saturday and are to return Child to Wife herself or any person Wife designates at said location at 5:30 p.m. and no later on that same Saturday. There is to be no overnight visitation. Husband and said sister ANTONINA KLEJKA may take the child during said times on said Saturdays to the home of said sister ANTONINA KLEJKA, which husband warrants and asserts is located at 15820 Orland Drive, #1W, Orland Park, Illinois, and to public places such as restaurants, theaters, the zoo and the like, with said sister ANTONINA KLEJKA to always be present with Husband and Child. Husband further warrants and asserts that he will fully cooperate and otherwise not impede Wife from being able to contact and otherwise speak to the said child by telephone during said visitation times, and that Husband will keep Wife informed as to the current telephone number at said ANTONINA

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KLEJKA's residence in writing at all times which Husband warrants is 708-349-2012 at present. Husband's said supervised restricted visitation rights award is expressly conditioned and otherwise contingent upon, and Husband has the immediate, unconditional and affirmative duty to immediately commence and continue in the course of treatment as previously prescribed and as will be prescribed and directed by Dr. James Davenport, Psy.D. and/or the Psychology Center, Inc., including but not limited to meeting with and participating in treatments as prescribed and otherwise directed by Dr. Davenport and/or the Psychology Center, Inc., and with meeting and participating in treatments with any Polish speaking psychologist as recommended and/or directed by Dr. Davenport and/or the Psychology Center, Inc. Dr. Davenport is to be provided a copy of this decree and make recommendations with regard to visitation, which, along with the findings of Dr. Davenport and/or the Psychology Center Inc. and/or any other psychologist or treatment provider so recommended and/or directed by Dr. Davenport and/or the Psychology Center, Inc., are to be considered by the parties with regard to Husband's visitation rights with Child. Said supervised restricted visitation award is also expressly conditioned and otherwise contingent upon, and said treatment also includes, Husband paying all monies due to Dr. Davenport and/or the Psychology Center, Inc. and/or any other psychologist or treatment provider so recommended and/or directed by Dr. Davenport and/or the Psychology Center, Inc., for all said treatment when due, and the \$230.00 and all monies presently due and owing to Dr. Davenport and

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the Psychology Center, Inc. within twenty-eight (28) days of the effective date of this Agreement, and is to hold Wife harmless as to same. In addition to that provided for above, Husband may also obtain analysis and treatment from other such doctors if he so chooses, and/or as otherwise agreed to in writing between the parties, with same to also be considered by the parties with regard to the visitation terms herein. As set forth hereinabove, Husband has an affirmative duty to so commence and continue in the course of treatment as prescribed and directed by Dr. James Davenport, Psy.D. and the Psychology Center, Inc., and any other such doctors and treatment providers as agreed to in writing between the parties, and otherwise fully comply with the terms of this paragraph, and should Husband fail in any way to so comply with said obligations by not participating in said treatment or otherwise, said visitation rights are automatically revoked and Wife will no longer be required to so tender the child to the Husband and his sister ANTONINA KLEJKA for visitation. Should Husband wish to seek reinstatement of said supervised restricted visitation, Husband shall first take all actions necessary to place him back in full compliance with this paragraph and only then petition the Court for reinstatement of said supervised restricted visitation rights as set forth herein, and provide notice of same to Wife and all attorneys who have appeared in this cause on behalf of Wife at the time of the filing of said petition, unless the parties agree otherwise in writing.

2. Wife shall continuously advise Husband of the Child's

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grades and progress in school. Upon receipt of Husband's written request, Wife shall supply Husband with copies of grade reports, evaluations, and report cards, and inform Husband of school programs open to parents.

3. Wife shall inform Husband of any serious illness or injury suffered by the child requiring treatment by a physician after learning thereof, as set forth in Article III, 4 B(1) hereinbelow.

4. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interests of the child. It is contemplated that no modification thereof shall be sought unless significant and extreme negative changes occur in the environment in which the child is being raised and in the conduct of the custodial parent.

5. Husband shall have the right to contact the child by telephone at a reasonable hour and in a reasonable manner.

6. Each of the parties shall keep the other informed in writing of their residence (home) address and telephone number, and each of the parties are to keep the other informed in writing of his/her current work address and telephone number, and a phone number where the other can be reached in matters of emergency should the party travel out of the city, town or village in which he/she resides for seven (7) days or more.

7. Remarriage: In the event of the remarriage of either party, the party so remarrying shall have an affirmative obligation to make known to his/her new spouse all provisions of this Article and encourage the new spouse to comply with the intentions of the parties as set forth herein. -ix-

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ARTICLE III MAINTENANCE, CHILD SUPPORT, EDUCATION, MEDICAL AND DENTAL

1. Maintenance: Husband waives all claims or rights asserted by Husband or which can be asserted by Husband against Wife for support or maintenance, formerly known as alimony, past, present and future, and Husband is and shall be forever barred from asserting any such claims to same whether in this or any other cause pending or in the future, Husband being of sufficient income and property to provide for his financial needs. The issue of Wife's claims or rights asserted by Wife or which can be asserted by Wife against Husband for support or maintenance, formerly known as alimony, past present and future, is reserved for future determination.

2. Child Support: Husband agrees that commencing the date of the entry of a Judgment for Dissolution of Marriage herein, he will pay to Wife as child support of the said minor child the sum of \$80.00 (eighty dollars) per week, and \$520.00 in past due temporary child support at a rate of \$25.00 per week until said arrearage is paid in full, said sums being payable weekly, the payment of same to be secured via an order of withholding which is to be placed with Husband's employer drawing said payments weekly, the Husband warranting that his only source of income is his employment with National Cleaning Company and that his gross monthly salary is \$2,095.11 and his net monthly salary of \$1,678.03, said net amount being the gross amount less taxes Husband warrants and states are deducted from his monthly pay check for Federal Income Tax, for

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State Income Tax, for Social Security, and union dues and medical insurance coverage insuring Husband and Child, and that he holds no other savings or checking accounts, cash, stocks, bonds, or assets of any kind other than that specifically listed in his answers to Wife's Interrogatories filed herein on or about March 19, 1991, and that Husband warrants and states that he has no other sources of income whatsoever, and that this amount of child support is based on Husband's warranting and stating of same, and thus same constitutes 20% (twenty percent) of Husband's total net income. Husband's obligations under this paragraph will commence, except as otherwise herein provided, upon the effective date of this Agreement and shall continue until the emancipation, as defined hereinafter, of the Child.

3. Emancipation Defined: For purposes of this Agreement, the term "emancipation" shall be defined as, but not limited to, the occurrence of the first of the following events or any other legally recognized emancipation event:

- A. The child's death;
- B. The child's attaining the age of eighteen (18) years or completion of a high school education, whichever later occurs, but in no event beyond the child's nineteenth (19th) birthday.

4. Medical and Dental Treatment:

A. Definitions. For purposes of this Agreement:

1. The term "extraordinary medical and dental expenses" includes, but is not limited to, expenses incurred for operations, treatments, cosmetic surgery, medication, and services

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rendered as a result of accidents, illnesses, or conditions requiring hospitalization or extended care and treatment, including the costs of glasses or contact lenses, all psychiatric or psychological care, counselling and treatment, allergy treatments, orthodontia and major dental work, and care and treatment required as a result of medical or dental conditions necessitating hospitalization or extended medical or dental care, and all routine examinations, treatment and medication as required in the treatment of extraordinary medical or dental conditions, and the like.

2. The term "ordinary medical and dental expenses" includes, but is not limited to, expenses incurred for routine medical or dental examinations, services and treatments, or for services and medications required in the treatment of common or minor accidents, illnesses or conditions.

B. Medical Treatment: Husband agrees that he will pay all extraordinary medical, dental, hospital, nursing, and medicine costs and expenses incurred on behalf of the said minor child of the parties, and 50% (fifty percent) of all ordinary medical and dental expenses of the said minor child which are not covered by Husband's medical or dental insurance policy and 100% (one hundred percent) of all ordinary medical and dental expenses of the said minor child which are covered by Husband's medical or dental insurance policy, and will hold Wife harmless as to same, until emancipation of the child as defined in Article III paragraph 3 of this Agreement. However, if the child pursues a post high school education, Husband's obligation shall continue until completion or

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discontinuation of vocational school, college, or university studies, as defined and set forth in Article III paragraph 7, subparagraphs B (1) through (5) of this Agreement. In no event shall Husband's obligation for the child's medical expenses continue beyond Child's 23rd birthday unless the parties otherwise agree.

B(1). Advance Notification: Each party shall notify the other prior to incurring any extraordinary medical or dental expenses on behalf of Child, provided that advance notification shall not be required by Wife in cases of emergency in which delay may imperil the health or safety of the child in question.

C. Health Insurance: Husband shall maintain sufficient health, hospitalization and major medical insurance coverage on and for the benefit of the Child, at Husband's expense. Husband shall submit to the insurance carrier for payment all insured medical expenses of the child, and he shall tender any reimbursement received by him to Wife, and is to otherwise reimburse Wife if and to the extent Wife has theretofore paid all or any portion of said reimbursed expense or any such expenses. Further, pursuant to Illinois Revised Statute, Chapter 73, Section 979.2 and/or Federal law Budget Reconciliation Act P.L. 99-272, whichever act applies, and pursuant to the applicable provisions of federal and state law, including that commonly referred to as the "COBRA" statute, Husband shall fully cooperate, pay all premiums and costs when due, and otherwise take all actions necessary to secure and maintain, and is to secure and maintain, for Wife medical coverage by Husband's insurer under the group major medical and hospitalization insurance

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under which Wife is presently covered containing the same coverages, for a continuous period commencing immediately upon entry of a Judgment for Dissolution of Marriage herein to ~~the end~~ ^{month 18, 1992} ~~of the applicable period during which said coverage can be so maintained by and for Wife pursuant to said Law(s).~~ In the event that Husband's insurer is not subject to the provisions of Chapter 73, Section 979.2 and the applicable provisions of federal and state law, at the time of the entry of the Judgment, then Husband shall cooperate, pay all premiums when due, and otherwise take all actions necessary to secure and is to secure for wife for Wife a conversion by Husband's insurer to an individual policy for Wife of the group major medical and hospitalization insurance under which Wife is presently covered for ^{the same two year} ~~as long as the coverage period Wife would have been so insured if provisions of Chapter 73, Section 979.2 and the applicable provisions of federal and state law did so apply.~~ The said individual policy shall provide coverage for Wife which is as similar as possible to the coverage afforded Wife under Husband's group plan. Husband shall provide Wife with an insurance identification card demonstrating the said insurance coverage as set forth in this Agreement within seven (7) days of the entry of a Judgment for Dissolution of Marriage herein. Husband agrees to furnish Wife with duplicate receipts demonstrating proof of payment of the premiums upon request and shall supply Wife with an insurance identification card or expense reimbursement plan identification card disclosing the existence of current coverage for the benefit of the minor child of the parties and Wife.

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Husband is to promptly and expeditiously submit all bills and receipts for medical treatment to the proper claims person and/or insurance carrier representative, complete and submit all forms and otherwise promptly take all appropriate and/or necessary action to accomplish the expedited payment of all claims for treatment.

5. Life Insurance for the Child:

A. Required Amount: Husband shall secure and maintain insurance on his life having unencumbered death benefits in the amount of \$100,000.00, or for the amount of life insurance coverage presently in force on Husband's life at the time of the entry of the Judgment for Dissolution of Marriage is entered herein, whichever is greater, for the benefit of the child.

B. Beneficiary Designation: On or before the effective date of this Agreement, Husband shall execute and deliver all documents necessary and otherwise accomplish designating Wife as irrevocable beneficiary of the foregoing insurance, and otherwise accomplish said designation, not individually but solely as guardian of the child. Husband is not to take out any loans against the said policy or otherwise encumber or allow any liens or claims to be placed against the said life insurance policy and/or reduce its value in any way without first obtaining written permission from Wife.

C. Duration of Obligations: Said life insurance and the beneficiary designation required hereby shall be maintained by Husband until the occurrence of a termination event as to the child at which time the Husband's obligations to so maintain the life

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insurance coverage, to determine all provisions of such coverage, the terms of this agreement pertaining to life and medical entity, at any time to determine whether husband is complying with company and insurance representative, and the appropriate person or information from husband's employer, insurance carrier, insurance authorizes and permits wife to obtain insurance coverage

6. Authorization: Husband irrevocably and unconditionally beneficiary designation.

continued existence of the requisite insurance coverage and request by wife, husband shall furnish wife with proof of the coverage and beneficiary designation. From time to time upon accrued cash surrender values, and all data concerning policy premiums and of all accrued interest on policy loans, and all husband shall furnish wife with proof of his payment of all policy E. Within thirty (30) days after each due date thereof, (1) through (5) of this agreement.

defined and set forth in Article III paragraph 7, sub-paragraphs B upon the child's attaining the age of twenty-three (23) years, as child's completion or discontinuance of said educational pursuit or a termination event shall be deemed to have occurred upon the the child pursues a college, university, or vocational education, paragraph 3 of this Agreement, provided however that in the event emancipation of the child in question, as defined in Article III Agreement, a "termination event" shall be defined as the D. Termination Event Defined: For purposes of this insurance under this paragraph shall cease and terminate.

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and to obtain status on said coverage and any claims made under the said policies. This authorization is irrevocable and is effective commencing the effective date of this Settlement Agreement. If, in the event of his death, the Husband does not have said policy in force and/or the claim for the death benefits by the child or the Wife as trustee for the child otherwise is denied or the policy is not otherwise honored, Husband grants Wife, as trustee for the child, a lien against his estate and the assets contained therein for the said amount of coverage and said value of the policy as required herein.

7. Educational Expenses:

A. Elementary and High School Education: Husband agrees that he will pay when due all costs, fees and expenses charged to or otherwise incurred by Wife as a result of and/or relating to the elementary and high school education of Child, which include but are not limited to tuition, book fees, all school fees and charges including but not limited to testing and enrollment fees, lunch fees, uniform fees, transportation fees and costs, fees and charges for extracurricular activities including but not limited to participation in football, basketball, volleyball, soccer, music and music lessons and performances, field trips and school outings.

B. Post High-School Education: The parties shall pay, when due, the educational expenses of a vocational school, college or university education of Child, with the extent of the parties' respective obligations for same to be based upon his/her then financial resources, in accordance with Section 513 of the Illinois

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Marriage and Dissolution of Marriage Act or by any applicable statutory provision in force at the time in question. Said expenses include but are not limited to college application fees, tuition, room and board, books, laboratory and activity fees, clothing, transportation expenses, student health fees, standardized admission test fees, fraternity dues, allowance for clothing and spending money, transportation expenses between the school attended and the child's residence, and any other expense usually or ordinarily incurred in the acquisition of a vocational school, college or university education. The respective obligations of the parties under the terms of this paragraph shall continue even if the said child attains the age of majority prior to or during the course of said education and or is emancipated as defined in this Agreement and/or a termination event occurs as defined in this Agreement, and shall terminate upon the first to occur of the following:

1. Child receiving a four (4) year undergraduate degree; or
2. Child's discontinuance of said educational pursuit, the child to be deemed to have discontinued his educational pursuit when he is not enrolled for a continuous period of eighteen (18) consecutive months as a full-time or part-time student; or
3. Child's death; or
4. Child's marriage; or
5. Child attaining the age of twenty-three (23) years.

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8. Dependency Exemption: For purposes of taxes, including but not limited to federal and state income taxation, Wife shall be solely entitled to claim the dependency exemption of the Child commencing the effective date of this settlement agreement and continuing in all future years. Each party shall execute at the request of the other party any documents, including requisite tax forms, to effectuate same.

ARTICLE IV PERSONAL PROPERTY

1. Wife's Personal Property: Wife shall retain sole ownership of any and all personal property and monies in her possession or under her control, whether marital or non-marital, including the furniture, furnishings, and fixtures located at her apartment located at 6240 S. Karlov, Chicago, Illinois, Wife's clothing, jewelry, personalties and those of the minor child, ownership of same to be held by Wife free and clear of all claims thereto by Husband, and Wife shall be solely responsible for all monies due and owing for same and will indemnify and hold Husband harmless with regard to any such indebtedness, same also including but not limited to the 1984 Plymouth automobile, as well as all monies recovered as a result of her injuries and losses sustained as a result of automobile accidents which took place on or about April 26, 1991, said monies totalling approximately \$2,000.00 gross recovery and approximately \$300.00 net recovery, and on or about September 1990. On or before the effective date of this Agreement, Husband shall execute and deliver to Wife the certificate of title to the said automobile, properly endorsed so as to convey good,

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clear, and merchantable legal title to Wife, and all documents to accomplish the above. Husband shall also have the affirmative obligation to submit to his medical insurance carrier the bills for the medical treatment provided to Wife as a result of said automobile accidents within fourteen (14) days of the date Wife forwards same Husband, and complete all claims forms, and otherwise accomplish promptly and expeditiously obtaining any and all monies constituting reimbursement for said medical bills and the delivering of said reimbursement monies to Wife. Husband shall also have the affirmative obligation to, within fourteen (14) days of the effective date of this agreement, deliver to Wife at her residence noted hereinabove the bedroom set which the parties purchased from a store on or about February 1990, same including but not limited to a mattress, box spring, head board, dresser with mirror, and chest of drawers; and ^{to pay wife \$500.00 on or before 5/1/92 as} the silver fox fur and black fur ^{compensation} coats given to Wife by Respondent's Mother, Antonia Klejka, ^{for} which ^{AK} Husband warrants are in his possession and control...

2. Husband's Personal Property: Husband shall retain sole ownership of the following personal property which is in his possession and control, said ownership to be held by Husband free and clear of all claims thereto by Wife, and Husband is solely responsible for all monies due and owing for same and will indemnify and hold Wife harmless with regard to any such indebtedness, said property being the 1977 Chevrolet automobile, Husband's jewelry, clothing and personalties, and Husband's tools, all of which are in Husband's possession and control.

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there is

3. That ~~the parties acquired~~ certain furniture, appliances, and agricultural machinery and tools in Poland during the marriage, which Husband warrants are still located at Dzianisz 145, Province of Nowy Sącz, Poland and ~~disputes as marital~~ *there is a dispute as to whether or not this property is marital or non-marital and subject to division or not* ~~Wife is awarded 50% of said property. Husband shall provide Wife and Wife's attorneys and any person designated by Wife and/or Wife's attorneys, upon request, with immediate access to the property for the purpose of obtaining a listing of all personal property located therein, and also prepare and file herein a properly executed affidavit within fourteen (14) days of the effective date of this Agreement and deliver to Wife within said fourteen (14) days a signed copy of same, said affidavit to constitute a complete list of said property. Further, Husband has an affirmative duty to so equitably divide and facilitate the division of said property in a prompt and expedited manner so as to provide Wife and is to otherwise provide to Wife her said portion of said marital property. In the event of any disagreement or difficulty in the accomplishing of same, either party can petition this Court or a court of competent jurisdiction in Poland to enforce this provision. Husband warrants that there are no other liens on the said property, and Husband is not to encumber said property or take any action on his own, through others, or otherwise, which would cause any liens to be placed on said property or otherwise reduce the value of said property and the rights of the parties to said property.~~

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4. Execution Clause: Upon the entry of a Judgment for Dissolution of Marriage herein, Wife shall execute and sign any and

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all documents delivered by Husband to Wife which are necessary to vest sole ownership in Husband of the 1977 Chevrolet automobile listed hereinabove, and that Husband shall indemnify and hold harmless Wife for any and all indebtedness, expenses and maintenance of said automobile. And, on or before the entry of a Judgment for Dissolution of Marriage herein, Husband shall execute and sign any and all documents necessary to vest sole ownership in Wife of the 1984 Plymouth Automobile listed above, and that Wife shall indemnify and hold harmless Husband for any and all indebtedness, expenses and maintenance of said automobile.

ARTICLE V MARITAL HOME

1. The parties are presently the owners in joint tenancy of the improved real property located at and with a common address of 7314 West 115th Street, Worth, Illinois, the legal description of which is set forth in "Exhibit A" attached hereto and made a part hereof, and with regard to said property:

A. Warranties by Husband: Husband warrants and represents that, except for the first mortgage indebtedness on said property, which is held by Preferred Savings and Loan and which has a balance due and owing of approximately \$83,460.36, that he has incurred no other liens, judgments, encumbrances, clouds against title or assessments of a special or general nature outstanding against the property, and that he has no knowledge of any such other liens, judgments, encumbrances, clouds against title or

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assessments of a special or general nature outstanding against the property. If any are discovered before or after the entry of a Judgment for Dissolution of Marriage in this cause, Husband shall immediately arrange to pay and discharge said liens and take all action necessary to expeditiously remove same and otherwise accomplish the satisfaction of and removal of same, including judgments, encumbrances, clouds against title, assessments and other such indebtedness or obligations, and shall indemnify and hold Wife harmless from any liability therefore. Further, prior to the sale of and closing on the said property, neither party shall incur any additional liens or encumbrances without the written consent of the other party.

B. Re-Finance of Marital Home:

1. Husband, within forty-five (45) days of the effective date of this Agreement, is to accomplish at Husband's expense, the following: a) a re-finance of the mortgage on said property held by Preferred Savings paying off in full the present mortgage and otherwise remove Wife from the mortgage on the property and terminate any obligation, contractual or otherwise, which Wife has or may have to Preferred Savings, Husband, or any other person or entity to pay said mortgage, and b) is to hold Wife harmless with regard to any mortgage or indebtedness on or concerning the said property, and c) is to pay to Wife via a Cashier's Check made payable to Wife and Attorney David Carrabotta, the sum of ten thousand dollars (\$10,000.00), with said Cashier's Check to be delivered directly to attorney David Carrabotta

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at 180 North LaSalle Street, Suite 2310, Chicago, Illinois 60601, along with the original promissory notes referred to in Article VII, paragraph 1 of this Agreement, payable to Mary Maka for \$10,000.00, Jan Letowski for \$8,000.00 and Antonia Klejka for \$5,000.00 and for \$13,117.00 respectively, stamped or written "canceled" across the front and back and said stamp or writing as well as the note itself properly filled out and signed by each said person causing said alleged indebtedness to be satisfied and otherwise dismissed and not legally enforceable as to each of the parties, and d) is to otherwise accomplish and prove that Wife is no longer liable on the mortgage and that the parties are not liable for the said notes, and e) is to provide to Wife written verification that all monies due and owing to Nissan Motor Acceptance as noted in Article VII, paragraph 1(C) have been paid and otherwise satisfied.

2. By doing that which is set forth in paragraph B (1) of this Article V, Husband warrants and asserts that Wife is no longer on any mortgage on the said real estate, and that all remaining debts noted in this paragraph have been dismissed and otherwise satisfied as to each of the parties with same being enforceable or collectable as to and against either party. Wife is to then execute and deliver a quitclaim deed to Husband pertaining to said real property.

C. The parties agree that should Husband fail to accomplish that noted in paragraph B (1) of this Article V within said forty-five day time period, then, within fourteen days there-

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after, said improved real property shall be placed on the open market for sale by listing same with Lena Kalinowski of Remax Results, 6524 West Archer Avenue, Chicago, Illinois. Said firm shall act as the real estate broker unless the parties agree otherwise in writing, and the property shall be listed for sale in such manner, at such price, and upon such terms as shall be agreed upon between the parties in writing, and that the parties will put forth their best efforts and otherwise cooperate so as to accomplish an expedited sale of the said home. In the event the parties are unable so to agree, or, if the said improved real property proves to be unsalable at the agreed upon price or terms, then, John Miaso, a member of the Appraisal Institute, by and through Alpha Appraisal Services, 322 South Green, Chicago, Illinois shall determine the manner, price, and terms of sale. The parties agree that each shall cooperate in the efficient completion of the sale by doing any and all acts and things necessary or proper to effectuate the sale of said real estate, this including but not being limited to making the premises readily available for inspection by brokers and prospective purchasers at all reasonable times. Husband shall give his full and complete cooperation to Wife, said real estate brokers and appraisers, and the agents and employees thereof. Husband shall execute any real estate sales contract, deed, and other closing documents tendered by Wife, the said real estate broker, said appraisers, or Wife's attorneys in connection with the listing, attempted sale, and sale of said residence.

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1. Distribution of Proceeds of the Sale: If the said real property is sold as per this Article, then, upon consummation of the sale, the proceeds of the sale shall be distributed according to the following schedule of priorities and otherwise in the order and manner as listed below, the parties not knowing at present what the total amount of the said proceeds will be and thus whether there will be enough money to pay for the following:

a. Reasonable and necessary real estate brokerage commissions, Appraisal Institute appraiser's fees, title expenses, state and local revenue stamp charges, existing mortgage indebtedness with Preferred Savings and Loan, real estate tax prorations, and any other costs and expenses of a nature and in an amount reasonably necessary incurred by the parties in the conveyance of merchantable title for the sale of the said improved real property shall be paid, first; and if there is money remaining after same is paid then

b. A cashier's check made out to each of the following and at the following amounts incorporating a restrictive endorsement stating in essence that the said monies are in full and final payment of all monies due and owing, and to be due and owing, by Wife, ANNA KLEJKA, and Husband, ANDRZEJ KLEJKA, delivered to Wife, and Husband warrants and asserts that same will, discharge and otherwise satisfy said alleged indebtedness of each in full:

1. Mary Maka for \$10,000.00;
2. Jan Letowski for \$2,000.00;
3. Antonia Klejka for \$5,000.00;

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c. A cashier's check made payable to Wife ANNA KLEJKA, and Wife's attorney, DAVID A. CARRABOTTA, for an amount constituting 52% of the monies remaining based upon what the balance of the proceeds would be if Husband maintained the mortgage payments, insurance payments, real estate taxes and taxes, and utilities payments current and paid same when due, or \$8,000.00, whichever is greater; and if there is any money remaining after same is paid then

d. A cashier's check made payable to Nissan Motor Acceptance Corporation and delivered to Wife for an amount constituting all monies, if any, needed to fully and finally settle to the satisfaction of each of the parties and Nissan Motor Acceptance Corporation the monies claimed by Nissan Motor Acceptance Corporation for the purchase of the Ford Tempo Automobile which was repossessed, which Husband asserts and warrants is paid in full, with same to have a restrictive endorsement providing in essence that said monies constitute full payment and settlement of all monies due and owing by each of the parties to Nissan Motor Acceptance Corporation; and if there is money remaining after same is paid then

e. A cashier's check made payable to Husband ANDRZEJ KLEJKA, and his attorneys, JAMES MORRONE AND JOHN MORRONE, for the balance remaining after those items listed herein above have been so paid.

D. That Husband shall maintain and continue to pay for and be solely responsible for the homeowners insurance coverage

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insuring the home and its contents from any and all damage or loss of any kind whatsoever and for liability coverage on the property, and shall pay and continue to promptly pay when due all costs and expenses of maintaining the home, including but not limited to the installments of principal and interest that become due on the mortgage indebtedness against the premises, all taxes including but not limited to real estate tax installments, insurance premiums when due, payment for the utilities when due, the costs of all repairs, decorating, remodeling, or landscaping performed on said premises or which become necessary to properly maintain the property and the value of the property and/or to accomplish the sale of the property, pending the sale and actual sale of the home and the transfer of title and ownership in the home to the purchaser at his sole expense and shall hold Wife harmless as to same. However, Husband shall be solely entitled to claim as deductions in the 1990, 1991 and 1992 federal and state income tax returns the interest payments on the existing mortgage and the installments of real estate taxes paid by him during said years.

E. Taxation of Sales Proceeds: Should the marital home be sold as per this Article, then, for tax purposes, including but not limited to federal, state, and local taxes, Wife shall be responsible for the portion of the sale proceeds Wife receives under Article V, paragraph 1(C)(1)(c) of this Agreement, and Husband shall be responsible for the remaining monies and proceeds and the tax liability relating thereto, and each shall hold the other harmless with respect to any and all taxes, penalties,

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interest, and/or other expenses which may be assessed against one party by virtue of the other party's failure to declare his or her respective share of the foregoing proceeds of said sale, failure to pay the requisite tax with regard to same or otherwise.

ARTICLE VI STOCK PROGRAMS, RETIREMENT PLANS AND PENSIONS

Husband and Wife warrants and otherwise states that neither of them have any interests or ownership rights, either directly, indirectly or otherwise, in any stock programs, retirement plans and pension plans and profit-sharing plans, and that each of them do not own directly or otherwise any stocks or bonds, or any other investments, including but not limited to the time period commencing the date of the marriage herein to the date of the entry of a Judgment for Dissolution of Marriage herein.

ARTICLE VII DEBTS AND LIABILITIES

1. Husband's Obligations: The Husband shall pay the following debts and liabilities in full when due, be solely and exclusively liable for, and he shall indemnify wife and hold Wife harmless with respect thereto:

A. All liens, debts and encumbrances on the marital home including that alleged by Husband arising out of promissory notes which Husband alleges are outstanding to each of the following individuals for each of the following amounts:

1. Mary Maka for \$10,000.00;
2. Jan Letowski for \$8,000.00;
3. John Granat for \$1,000.00; and
4. Antonia Klejka for \$5,000.00.

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B. All other monies alleged by Husband to be due and owing to and/or which are due and owing to Mary Maka, Jan Letowski, John Granat, and the Husband's mother, Antonia Klejka, including the monies alleged by Husband to be due to his mother, Antonia Klejka, as pursuant to a promissory note produced by Husband for \$13,117.00, and all other marital debts not otherwise specifically provided for herein.

C. All monies due and owing to Nissan Motors Acceptance Company arising out of the alleged indebtedness from the purchase by Husband of a Ford Tempo automobile, said balance Husband asserts is paid in full.

D. Except as otherwise provided for herein, Husband is solely responsible for and will hold Wife free and harmless from all marital and his individual indebtedness, including the debts existing as of the date that the Judgment for Dissolution of Marriage is entered herein.

E. Husband agrees that he shall pay in its entirety the liability for any and all taxes, including interest, deficiencies, and penalties, if any, resulting from the Federal and State income tax returns filed by the parties jointly or otherwise for years up and through to 1992 and the 1992 tax season. Further, Husband shall indemnify Wife ^{with the above} if and to the extent that she may hereafter be called upon to pay any such monies to any such taxing authority, and shall pay the whole or any part of any such indebtedness. If there is a deficiency assessment in connection with any of the returns filed by either party, the party receiving notice of the

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assessment shall immediately notify the other in writing. In the event taxes are due and owing, Husband shall pay the taxes, including interest, deficiencies, and penalties, if any; and Husband shall indemnify Wife from any obligation/responsibility to pay the whole or any part of such indebtedness. In the event that there are income tax refunds payable to the parties as a result of the filing of any or all of the said Federal and State income tax returns, whether original or amended, such refund or refund checks shall be the sole and separate property of the parties and shall be divided 50% to Husband and 50% to Wife. Husband shall keep Wife fully informed in a timely manner of any and all actions taken by him or the taxing body, and or their respective agents, attorneys and representatives, with respect to a deficiency assessment or refund. Husband agrees to submit to Wife copies of all documents that are in his possession which may be used to determine the basis or cost for federal, state and local tax purposes of any property transferred between the parties. Husband shall furnish to Wife any computations or work papers used by him or his accountants in determining a cost or basis and gain or loss for the sale, exchange or transfer of property for said tax purposes.

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SECTION 104

E1. Husband and Wife, either prior to or within fourteen days of the entry of a Judgment for Dissolution of Marriage herein are to provide all data necessary to accomplish the filing of Federal and State tax returns as "Married Filing Jointly" for the 1990 and 1991 tax years, and shall otherwise cooperate and sign all documents and forms and returns necessary to accomplish same. If

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either of said parties so filed tax returns for the 1990 and 1991 tax years on their own without the participation of the other party, then this paragraph requires that for each of said years the parties so accomplish the filing of Amended Tax Returns for each said year. Any tax liability and any costs and expenditures of and/or relating to the filing of said return(s) is the sole responsibility of Husband, and Husband is to pay same when due, and hold Wife harmless with regards to same. Any refunds accomplished by the filing of said return(s) are to be divided between the parties 50/50, with the party receiving the refund to forward a copy of the refund check and 50% of the monies recovered to the other party within fourteen (14) days of receiving same via certified mail return receipt requested, and is to otherwise accomplish the delivery of same to the other party.

F. Husband is to pay Wife within thirty (30) days of the date a Judgment for Dissolution of Marriage is entered herein \$150.00 as partial reimbursement for the monies paid to rent a car from Enterprise Leasing during the pendency of this cause, and \$303.00 as partial reimbursement for the insurance premiums to insure the 1990 Ford Tempo automobile and otherwise replace the State Farm Insurance policy during the pendency of this cause.

G. Husband is to pay Dr. James Davenport, Psy. D. and the Psychology Center \$230.00 as full and final settlement for the treatment provided with regard to the minor child as previously provided for in this Agreement, and is to be solely responsible for said indebtedness and is to hold Wife harmless with regard to same,

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and a Judgment is granted in favor of Dr. James Davenport and the Psychology Center, and against Husband for said amount.

H. Husband warrants and states that there are no other outstanding debts other than those listed herein.

2. 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 with respect therein, including but not limited to all debts incurred subsequent to the date of separation, said date being on or about December 24, 1990.

ARTICLE VIII ATTORNEYS' FEES AND COSTS

Each of the parties shall be solely responsible for the payment of their respective attorneys' fees and costs incurred in this proceeding and shall indemnify and hold the other harmless with respect thereto, as follows:

A. Respondent ANDRZEJ KLEJKA to pay attorneys John Morrone and James Morrone five-thousand dollars (\$5,000.00) as partial payment of the attorneys fees earned and reimbursement for the costs expended in representing Respondent and litigating this cause.

B. Petitioner ANNA J. KLEJKA is to pay attorney DAVID A. CARRABOTTA eight-thousand-seven hundred dollars (\$8,700.00) as partial payment of the attorneys fees earned and reimbursement for the costs expended in representing Petitioner and prosecuting this cause.

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ARTICLE IX GENERAL PROVISIONS

1. Execution of Necessary Documents: Except as otherwise provided for herein, each party shall make, execute, acknowledge, and deliver, concurrently with the execution hereof, all documents and instruments necessary or proper to carry out the parties' intentions hereunder and to vest the titles and estates in the respective parties hereto as required by this Agreement. From time to time hereafter each party shall make, execute, acknowledge, and deliver all documents and instruments which may hereafter prove to be necessary and/or proper to carry out the purposes of this Agreement and to establish of record each party's respective ownership of properties in the manner herein provided. If either party hereto shall for any reason fail or refuse to make, execute, acknowledge, or deliver any such documents, then this Agreement 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 full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. If either party fails for a period of more than thirty (30) days after the effective date of this Agreement to make, execute, acknowledge, or deliver any necessary documents or instruments which are reasonably required to implement the terms of this Agreement, a Judicial Officer of the Circuit Court of Cook County, Illinois, is hereby authorized to make, execute, acknowledge, and deliver such documents and instruments at the request of either party. This

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authorization includes, but shall not be limited to, any and all documents and instruments pertaining to the transfer or conveyance of real and personal property, stock and beneficial interests in land trusts.

2. Mutual Releases: Except as otherwise provided for herein, to the fullest extent permitted by law, and except as otherwise herein expressly provided, each party relinquishes, waives, remises, and releases all rights and claims against the other party and his or her agents, attorneys, and employees, and each party hereby relinquishes, waives, remises, and releases to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, spousal support, inheritance, descent and distribution, homestead, dower, community property, and all other rights, titles, claims, interests, and estates as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties or otherwise, including any and all right, title, claim, or interest which he or she otherwise has or might have or be entitled to claim in, to, or against the property, assets, and estate of the other, whether real, personal, or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Neither party, nor their respective heirs, personal representatives, and assigns, shall at any time hereafter sue the other party or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agents, or employees for the purpose

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of claiming or enforcing any rights which are released, waived, or relinquished under this Agreement. In the event any such suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge, and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees, or assigns, any or all documents or instruments reasonably required to effect or evidence this release, waiver, or relinquishment 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 all provisions of this Agreement.

3. Except as otherwise provided herein, each of the parties relinquishes, releases, waives, quitclaims and grants to the other, or his or her heirs, personal, representatives and assigns, all rights of inheritance, descent, distribution, community interest, and any and all other rights, title, claim, interest, and estate as husband or wife, widow or widower, or otherwise by reason of the marital relationship. This waiver includes rights 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, whether in possession or in expectancy, and whether vested or contingent.

4. Except as otherwise provided for herein, each party further agrees for himself or herself, his or her heirs, personal

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representatives, and assigns, that neither of them shall at any time in the future sue the other, or his or her heirs, personal representatives, grantees, devisees, or assigns, for the purpose of enforcing any or all of the rights specified in and relinquished under this paragraph. Each party agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and shall constitute a complete defense to any such claim or suit so instituted by either party.

5. Except as otherwise provided for herein, each party agrees to execute, acknowledge, and to 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 to evidence the release, waiver, relinquishment, or extinguishment of all rights so released, waived, relinquished and extinguished under this Agreement, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

6. This instrument contains the whole, entire and complete agreement made of the parties; has been examined by each of the parties, assisted by counsel of his or her respective choice; and is believed by each of them to be fair, just, and equitable in all respects and is not unconscionable. Also, this Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties.

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7. This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties.

8. Estate Waiver: Except as otherwise provided herein, each of the parties waives and relinquishes all rights to act as administrator or administrator with the will annexed of the estate of the other party and to inherit by intestate succession any of the property of which the other party may die seized or possessed, should either of the parties 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. 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 had never been married. Each of the parties, respectively, reserves the right to dispose, by testament or otherwise, of his or her property in any way that he or she may see fit, without any restriction or limitation, whatsoever, except that this provision shall not operate nor shall it be construed as a waiver or release by either party of the obligation of the other to fully comply with the terms of this Agreement.

9. Construction of Agreement:

A. Recitals and Pronouns: The recitals set forth in paragraphs A. through G. at the commencement of this Agreement are intended to be a part of this Agreement. Any word in the rest of this Agreement shall be read as a singular or plural, and/or as masculine, feminine, or neuter, as may be necessary to give the

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intended meaning thereto and carry out the parties' intentions.

B. Oral Amendments and Modifications: 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 hereof, unless said covenant, promise, or undertaking is reduced to a writing which is duly executed by both parties. Further, this Agreement shall not be subject to modification or amendment unless specifically permitted by the express provisions hereof and except as to the provisions relating to the custody, visitation, support, and education of the Child.

C. Other Agreements: This Agreement contains a full and complete recitation of the understanding 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.

D. Governing Law: This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party.

E. Effective Date: This Agreement shall become effective and binding upon the parties immediately upon its execution by the parties. Along 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.

Anna Klejka
ANNA J. KLEJKA

Andrzej Klejka
ANDRZEJ KLEJKA

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9. That the Court has considered the economic circumstances of the parties and other relevant evidence and finds that the Agreement is fair and equitable, was freely and voluntarily entered into by both of the parties, is not unconscionable, and is approved by this Court.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. The bonds of marriage heretofore existing between the Petitioner, ANNA J. KLEJKA, and Respondent ANDRZEJ KLEJKA, bc, and the same are hereby, dissolved.

B. The thirty-nine page Agreement entitled "Settlement Agreement of Marital and Property Rights" is incorporated into and made part of this Judgment, and each and every term of said Agreement is to be interpreted and enforced as part of this Judgment for Dissolution of Marriage as though each and every term were set forth here.

C. Except as otherwise provided in this Judgment and the incorporated Agreement, each of the parties is forever barred and foreclosed from maintenance, homestead, and any and all other rights, claims, or demands whatsoever in and to the property of the other previously owned, now owned, or hereafter acquired including, but not limited to, dower, homestead, and marital and non-marital property.

D. Petitioner ANNA J. KLEJKA is awarded sole care, custody control, possession and education of the parties's minor child, JACEK JOZEF KLEJKA.

E. That the Petitioner is granted leave to resume using her

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maiden name of Walkosz if she so chooses.

F. That a Judgment is entered in favor of attorneys John Morrone and James Morrone and against Respondent ANDRZEJ KLEJKA for the amount of attorneys fees and costs as set forth in Article VIII paragraph A of the Agreement, with this Judgment provision not being enforceable and/or collectable as and against Petitioner.

G. That a Judgment is entered in favor of attorney David A. Carrabotta and against Petitioner ANNA J. KLEJKA for the amount of attorneys fees and costs as set forth in Article VIII paragraph B of the Agreement, with this Judgment provision not being enforceable and/or collectable as and against Respondent.

H. This Court expressly retains jurisdiction of this cause and over the parties for the purpose of enforcing each and every term and condition of this Judgment, including but not limited to the terms and provisions of the Agreement incorporated into this Judgment, as an order of this Court.

ENTER: _____

JUDGE

DATE ENTERED: _____

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE

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[Signature]

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.
THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEREOF IS SUBJECT TO THE
PENALTY OF THE LAW.

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LOT 389 IN ARTHUR DONAS' HARLEM AVENUE ADDITION, BEING A SUBDIVISION IN THE
NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

23-24-219-021

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STATE OF ILLINOIS)

COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF:)

ANNA J. KLEJKA,)

Petitioner,)

Cause No.: 91 D 01724

and)

ANDRZEJ KLEJKA,)

Respondent.)

FINANCIAL DECLARATION OF ANNA J. KLEJKA

NOW COMES ANNA J. KLEJKA, the Petitioner herein, and does hereby furnish the following information under oath in support of her Petition for Dissolution of Marriage and Petition for Temporary Support and Maintenance.

FINANCIAL DECLARATION OF ANNA J. KLEJKA DATED: 12-14-91

Address:

6240 S KARLOV CHICAGO IL 60629

Social Security Number:

339-80-5628

Occupation:

MAINTENANCE

Employer's Name and Address:

7301 N CICERO AVE
LINCOLNWOOD, IL 60646

Home and Work Telephone Numbers:

HOME: (312) 735-3498

WORK: (708) 674-4100

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I. STATEMENT OF INCOME Attach copies of State and Federal Income Tax Returns for the last five taxable years and wage statements from your employer since the end of last year.

1. Gross monthly income from:

Salary and wages, including but not limited to commissions, bonuses, allowances and overtime.

Payable _____ Pay Period _____:

(Note: to arrive at monthly income figure, if paid weekly, multiply weekly income by 4.3; if paid bi-weekly, by 2.15)

\$ 752⁵⁰

Pensions and retirement:

\$ _____

Social Security:

\$ _____

Disability and unemployment insurance:

\$ _____

Public assistance: (welfare, AFDC, etc.)

\$ _____

Payments from prior marriages:

\$ _____

Dividends and interest:

\$ _____

Rents:

\$ _____

All other sources (specify _____

_____)

\$ _____

2. Itemized monthly deductions from gross income:

Federal Income Tax:

\$ 18⁷²

State Income Tax:

\$ 18²⁵

Social Security:

\$ 59²¹

Number of exemptions taken: _____

Medical or other insurance (Describe fully) _____

\$ 96¹²

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Union or other dues: \$ _____

Savings Plan: \$ _____

Credit Union (Indicate loan repayment or savings) _____

_____ \$ _____

Other (specify) CHILD SUPPORT

_____ \$ 260

3. Net Monthly Income (take home pay) \$ 642.85

902.82

II. ASSETS

1. Real Estate (where more than one parcel of real estate is owned, attach sheets with identical information for all additional property):

Address:

NONE

Type of Property:

Date of Acquisition:

Original Cost: \$ _____

Total Present Value: \$ _____

Basis of Valuation:

Mortgage Balance: \$ _____

Other Liens:

To whom:

Equity:

Monthly Amortization:

Taxes:

Individual contributions:

2. Motor Vehicles

a)

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- b) Market Value
- c) Loan Balance
- d) Equity

3. Savings Accounts: (Where there is more than one account, attach sheets with identical information for all additional accounts.)

- a) Bank Name, Address, Phone Number: *PREFERRED SAVINGS & LOAN ASS.
4800 S. POLASKI (312) 376-3800*
- b) Names on Account: *ANNA KLECKA CHICAGO IL 60632*
- c) Account Number: *12195-2*
- d) Present Balance: *350⁰⁰*

4. Checking Accounts: (Where there is more than one account, attach sheets with identical information for all additional accounts.)

- a) Bank Name, Address, Phone Number: *N/A*
- b) Names on Account:
- c) Account Number:
- d) Present Balance:

5. Stocks, bonds, and mutual funds: (List company, number of shares and present market value. If jointly held, indicate name of co-owner.):

N/A

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

6. Insurance:

Company and Policy No.	Insured	Face Value	Cash Value
_____	<i>N/A</i>	_____	\$ _____
_____		_____	\$ _____
_____		_____	\$ _____
_____		_____	\$ _____

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8. List all assets, real, personal or mixed, not previously listed, wherein you presently have any interest, including, but not limited to, beneficial interest in any land trust(s), shares or option for or interest in stocks or bonds.

None

For each, indicate:

- a. Date of Purchase:
- b. Purchase Price:
- c. Present Value:
- d. Liens, if any:

Attach copies of all certificates, notes, trust instruments, written consents, agreements, memoranda of agreements, and all written instruments related to the above assets.

If oral agreements, state the date of agreement, terms, conditions, parties involved and status of agreement.

9. List all assets, which are being held in the name of another person or trust wherein you have any interest.

For each, indicate:

- a. Date of Purchase:
- b. Purchase Price:
- c. Present Value:
- d. Liens, if any:

Attach copies of all certificates, notes, trust instruments, written consents, agreements, memoranda of agreements, and all written instruments related to the above assets.

If oral agreements, state the date of agreement, terms, conditions, parties involved and status of agreement.

10. List all assets and any interest therein, real, personal or mixed which you have sold, pledged, transferred, assigned, abandoned or given away within the last five years. (For each asset or interest list the date of acquisition of the asset or interest, purchase price present value, consideration received, and present owner.):

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11. List all your interests in businesses (indicate name, share, type of business, value less indebtedness):

N/A

12. Profit shares of retirement accounts: (indicate name and value of interest and amount presently vested):

N/A

\$ _____

\$ _____

\$ _____

\$ _____

13. All other assets (attach additional sheets, if necessary):

N/A

\$ _____

\$ _____

\$ _____

\$ _____

III. LIABILITIES:

Creditor's Name	Date Incurred	Amount of Interest	Balance Due	Expended For	Monthly Payment
TEESJA HALOSZ	3-7-91		1000 ⁰⁰	ONE YEAR	NONE SO FAR
ANNA ZAPOTOLNA	10-15-91		1200 ⁰⁰	ONE YEAR	NONE SO FAR

IV. BASIC MONTHLY EXPENSES:

Residence, rent or mortgage payment: \$ 315

Taxes and insurance: \$ -

Utilities: \$ 28

Food: \$ 360

Transportation (other than auto): \$ 68⁰⁰

Maintenance and repairs: \$ 60

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Auto expenses: \$

Auto payments: \$

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Personal:

Clothing: \$ 20

Grooming: \$ _____

Doctor: \$ _____

Dentist: \$ _____

Glasses, hearing aids, etc.: \$ -

Insurance, life and hospital: \$ -

Miscellaneous: \$ 30

Children (Number: 1)

Clothing and grooming: \$ 30

Education: \$ 10

Medical: \$ _____

Insurance: \$ -

Personal allowance, etc.: \$ _____

Child care: \$ 240

Payment of child/spousal support regarding prior marriage: \$ _____

Installment payments: \$ _____

Taxes (state and federal): \$ 7596

TOTAL EXPENSES: \$ 13096

V. SUMMARY:

Total monthly net income from all sources: \$ 90282

Total case value of all assets: \$ -

Total liabilities: \$ -

Total monthly payments: \$ 13096

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