

*Ok Luzzo*  
Bobbie F. Becker, Attorney at Law

3243 RIDGE ROAD  
LANSING, ILLINOIS 60438  
(312) 895-4050

April 12, 1989

Mr. W. Lee Newell, Jr.  
Attorney At Law  
134 Pulaski Road  
Calumet City, Illinois 60409

Re: Marriage of Jeffrey Witko and Karen Witko; Case # 86 D 03865.

Dear Mr. Newell:

This letter is sent to you in response to your request for information relating to my attorney fees in the above matter, as you stated that in order to register his realestate in the Torrens office, you need the above information.

Mr. Witko retained me to represent him in the above matter, and the Judgment for Dissolution of Marriage was entered by Judge Braden in the Circuit Court of Cook County, Illinois on March 14, 1986. Mr. Witko paid me in full for my attorney fees in said matter.

Very truly yours,

*Bobbie F. Becker*

Bobbie F. Becker

BFB/eab

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R E C E I P T

Received of JEFFREY D. WITKO, the sum of \$5,000.00  
as per the Judgment for Dissolution of Marriage entered  
in Case No. 86 D 3865.

x Karen D. Witko

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PLACITA JUDGMENT

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(10-84) CCDCH-6

*OK  
Judge*

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

PLEAS, before the Honorable . . . . EVERETTE A. BRADEN . . . . .  
one of the Judges of the Circuit Court of Cook County, in the State of Illinois, holding a branch Court of said  
Court, at the Court House in said County, and State, on -MARCH 17th  
in the year of our Lord, one thousand nine hundred and -86 . . . . . and of the Independence  
of the United States of America, the two hundredth and -TENTH . . . . .

PRESENT: - The Honorable . . . . . EVERETTE A. BRADEN . . . . .  
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

*No rights to be lost  
10-10-86 This file delivery of book to general ledger  
of records of said*

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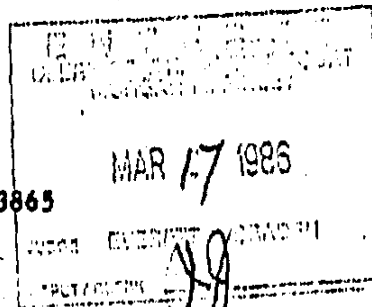
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

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

IN RE THE MARRIAGE OF:  
JEFFREY WITKO,  
Petitioner,  
and  
KAREN WITKO,  
Respondent.

No. 86 D 03865



JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS MATTER coming on to be heard on Petition for Dissolution of Marriage of JEFFREY WITKO, by and through his attorney, BOBBIE F. BECKER, and the Respondent, KAREN WITKO, appearing pro-se; the Court having heard the testimony in open Court and being advised of the Written Stipulation and Agreement of the parties hereto, and having considered all the evidence and now being fully advised in the premises, the Court FINDS THAT:

1. The Court has jurisdiction of the parties and the subject matter.
2. That Petitioner at the time of the filing of said Petition was domiciled in the State of Illinois and said domicile has been maintained for 90 days prior to the finding herein.
3. That the parties were lawfully married to each other on March 27, 1982 at Port Allen, Louisiana and said marriage has been registered in West Baton Rouge Parish Louisiana.
4. That the parties separated since on or about January, 1986 through no fault of the Petitioner.
5. That Petitioner is 32 years old, is presently employed as a manager with V.I.P. International, and resides at 17424 Burnham Avenue, Lansing, Illinois.
6. That Respondent is 28 years old, is presently unemployed, and resides in Jackson, Mississippi with the two minor children of the parties.
7. That one child was born to the parties, namely SHANE DOUGLAS, age 14 years, born March 12, 1984; one child, namely CHRISTOPHER JASON, born to Respondent as a result of her prior marriage, was adopted by the parties, and Respondent is not now pregnant.
8. That Respondent is guilty of Mental Cruelty as against the Petitioner, without cause or provocation on the part of Petitioner.
9. The parties have attempted to dispose of and settle between themselves all question of maintenance, custody, support, property rights, and other matters by entry into a written settlement agreement, dated February 17, 1986, which has been presented to the Court for its consideration. Said agreement was entered into freely and voluntarily between the parties, it is fair and equitable and ought to receive the approval of the Court, and

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, is made and entered into this 17 day of February, 1986, by and between JEFFREY WITKO, residing in Lansing, Illinois (hereinafter referred to as "Husband"), and KAREN WITKO, residing in Mississippi (hereinafter referred to as "Wife").

### RECITALS

A. The parties were lawfully married on March 27, 1982 at Port Allen, Louisiana, said marriage having been registered at West Baton Rouge Parish Louisiana.

B. One child was born to the parties, namely SHANE DOUGLAS, age 14 years, born March 12, 1984; one child, namely CHRISTOPHER JASON, born to Wife as a result of her prior marriage, was adopted by the parties, and Wife is not now pregnant.

C. Certain unfortunate and irreconcilable differences have arisen between the parties which have rendered impossible a continuation of the marital relationship.

D. The Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois through his attorney, BOBBIE F. BECKER, in a cause entitled: IN RE THE MARRIAGE OF JEFFREY WITKO AND KAREN WITKO, under general docket number 86 D 03865; Wife has filed an appearance pro-se.

E. The Husband's attorney has notified the Wife that she is exclusively the Husband's attorney and cannot represent her since that would constitute a conflict of interest. Said attorney for Husband has advised Wife that in drafting this Agreement, and in all other matters she is acting solely as the attorney for Husband and she has advised the Wife to seek counsel to represent her in this matter, but the Wife chooses not to do so. The Wife states that she has carefully read the Agreement and fully understands its terms.

F. The Husband has engaged BOBBIE F. BECKER as his attorney and the Wife has refused to obtain an attorney, and the attorney for the Husband has participated in the drafting of this Agreement and this instrument purports to be, and in fact, is a written expression of the oral agreement entered into between the parties.

G. Each party hereto has been given full knowledge and disclosure of the other parties' assets and liabilities and is conversant with the nature and extent of said parties' finances and estate.

NOW THEREFORE, in consideration of the foregoing and of the mutual and several promises and covenants hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is jointly and severally acknowledged, it is hereby agreed by and between the parties hereto as follows:

### I. CONSTRUCTION

1. The foregoing recitals are hereby made a part of this Agreement.
2. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope and/or effect of any provisions hereof.
3. This Agreement is not made to induce either party hereto to obtain or stimulate a Dissolution of Marriage. Both parties hereby reserve the right to prosecute or defend

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the pending, or any other, action to dissolve the marriage and to interpose any appropriate defense thereto.

## II. CHILD CUSTODY, SUPPORT, AND RELATED PROVISIONS

1. The care, custody, control and education of the minor children, SHANE DOUGLAS, and CHRISTOPHER JASON, shall be jointly with both parties and the said minor children shall reside with the Wife.

2. The Husband shall have liberal, reasonable visitation rights with the minor children at all times as shall be agreed upon by the parties. The Husband shall give to Wife at least 24 hour's notice of any proposed visitation. In addition, Husband shall have a minimum visitation of one month during the summer. The parties shall alternate visitation with the minor children on the following holidays: Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year. Wife shall initiate the cycle with visitation on Good Friday, 1986. The cost of transportation of the children for visitation shall be equally divided between the parties.

3. Wife shall not move outside the state of her current residence without prior notice to Husband and agreement by the parties. If the parties hereto cannot agree, a Court of competent jurisdiction shall make the determination upon proper notice and petition, prior to Wife's relocation. If Husband agrees to the relocation, Wife shall provide Husband with her new address and telephone number at least one week prior to her relocation.

4. Subject to further order of the Court, Husband shall pay to Wife directly, and not through the Clerk of the Court, as and for support of the minor children, the sum of \$150.00 per month per child, based upon 20% of Husband's net income, the first payment being due on the effective date of entry of a Judgment for Dissolution of Marriage, if one be entered by the Court. Said payments shall continue until said child shall become emancipated, married, 18 years of age or 22 years of age if said child attends college full time, or is deceased, whichever event first occurs.

5. The Husband shall maintain a medical/hospitalization insurance policy through his place of employment covering the minor children during the period of his support obligation. Husband shall be responsible for all medical, dental and psychological expenses covered by his insurance policy, and any medical, dental, or psychological expenses not covered by said policy shall be the equal responsibility of both parties. Wife shall consult with Husband before incurring said expenses, however, this provision shall not apply in cases of emergency where the children's lives or health might be imperiled by delay.

6. Wife shall take the minor child, CHRISTOPHER JASON, for psychological counseling appointments at least once per month or as directed by the psychologist or psychiatrist, and said appointments shall continue until release by the psychologist or psychiatrist, or by mutual agreement of the parties.

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7. If the minor children are willing and able to attend college, and if the parties are both financially able, the cost of the children's four year college education shall be divided equally between the parties.

8. Husband shall maintain his life insurance policy through his place of employment and name the children as irrevocable beneficiaries until they attain the age of 18, or 22 years if they attend college

9. The Husband shall take the minor child, SHANE DOUGLAS, as an exemption for federal and state tax purposes provided the child support payments are current. Wife shall take the minor child, CHRISTOPHER JASON, as an exemption for federal and state tax purposes.

### III. PROPERTY

1. [Wife shall quitclaim to Husband any interest she may have in the marital home located at 17424 Burnham Avenue, Lansing, Illinois,] and Husband shall be solely responsible for all liens, encumbrances upon it, holding Wife free, harmless and indemnified against the same. Wife shall be responsible for all recording fees, attorney fees and other legal fees relating to the transfer of this real property. The legal description of said real property is attached hereto and made a part hereof, marked as Exhibit "A".

2. Wife shall quitclaim to Husband any interest she may have in the real property located at 1019 Willow Brook Avenue, Denham Springs, Louisiana, and Husband shall be solely responsible for all liens and encumbrances upon it, holding Wife free, harmless, and indemnified against the same. Wife shall be responsible for all recording fees, attorney fees and other legal fees relating to the transfer of this real property. The legal description of said real property is attached hereto and is made a part hereof, marked as Exhibit "B".

3. In lieu of Wife's interest in the above-listed real properties, Husband shall pay to Wife the sum of Five Thousand (\$5,000.00) Dollars upon the execution and recording of said quitclaim deeds by Wife.

4. Wife shall be awarded the Oldsmobile Delta 88 automobile which stands in her name, and Wife shall remain solely responsible for all liens and encumbrances upon it, holding Husband free, harmless and indemnified against the same.

5. The Husband shall be awarded the Shasta Camper and he shall remain solely responsible for all liens and encumbrances upon it, holding Wife free, harmless and indemnified against the same.

6. The savings account #100-367-4 at the Bank of Lansing which stands in Husband's name and has on deposit the sum of \$1,415.00 shall be divided as follows: \$1,000.00 to Husband and \$415.00 to Wife.

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7. The funds in the joint checking account #21-376-4 at the Bank of Lansing shall be awarded to Husband, free and clear of any interest Wife may have therein.
8. Any other bank account shall be awarded to the party whose name in which it stands, free and clear of any interest the other party may have therein.
9. Wife shall be awarded the 38 shares of Exxon stock, free and clear of any interest Husband may have therein.
10. Husband shall be awarded the 10 shares of Peabody stock, free and clear of any interest Wife may have therein.
11. The personal property has already been divided to the mutual satisfaction of the parties as follows:

TO HUSBAND: dark blue sofa, recliner, endtables, chest, one coffeetable, lamps, stereo equipment and stereo cabinet, bed and bedroom endtables, television, 2 refrigerators, washer VCR, tools, lawn equipment, microwave stand, hat stand, fans, and  $\frac{1}{2}$  of the dishes, pots and pans, and silverware.

TO WIFE: children's clothing, toys and furniture, recliner, light blue sofa, endtables, china, hutch and table, brass table, green chair and rocker, coffee table, vacuum, books, television, dresser, microwave, dryer, bedroom lamps, albums and tapes, sewing machine, vanity, and  $\frac{1}{2}$  dishes, pots and pans and silverware.

12. The parties shall file the 1985 federal and state tax returns jointly, and any refund or responsibility for delinquency shall be equally divided between the parties.

#### IV. MAINTENANCE

1. Both Husband and Wife waive any and all right or claim each may have one against the other, past, present and future, all upon the entry of a Judgment for Dissolution of Marriage, if one be entered between the parties.

#### V. DEBTS

1. The following debts which stand solely in the Wife's name, shall be the sole responsibility of the Wife, holding Husband free, harmless and indemnified against the same: Bank America Visa in the approximate sum of \$450.00; Penney's in the approximate sum of \$125.00; Sear's in the approximate sum of \$500.00;

2. Bank of the South Visa debt which stands in the names of both parties, in the approximate sum of \$1,450.00 shall be the equal responsibility of both parties.

#### VI. MISCELLANEOUS PROVISIONS

1. Each party waives, against the other, all claims to dower, inheritance or any other claim, right or title.
2. Each party hereto agrees to execute good and sufficient instrument necessary and proper to vest titles and estates in the respective parties hereto in order to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party fails or refuses to execute any such documents, then this Agreement shall constitute a full and present transfer of all rights designated to be transferred.

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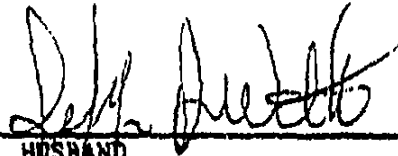
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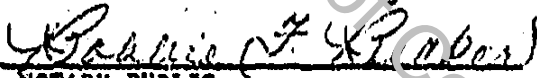
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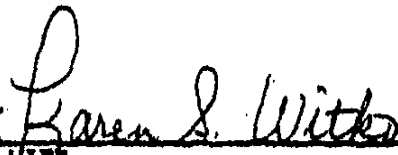
3. In the event that a Judgment for Dissolution of Marriage is granted to the parties this Agreement and all of its provisions shall be incorporated into any such Judgment. The court, upon entry of the Judgment, shall retain the right to enforce the provisions and terms of this Agreement which shall survive the incorporation of the Agreement into the same.

IN WITNESS WHEREOF, the parties being Husband and Wife have hereunto affixed their respective signatures on the day and year first written above.

  
\_\_\_\_\_  
HUSBAND

Subscribed and Sworn to before  
me this 11<sup>th</sup> day of February, 1986.

  
\_\_\_\_\_  
NOTARY PUBLIC

  
\_\_\_\_\_  
WIFE

Subscribed and Sworn to before  
me this 17<sup>th</sup> day of Feb., 1986.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires Dec. 7, 1988

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On motion of BOBBIE F. BECKER, attorney for Petitioner, JEFFREY WITKO,  
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the parties be and the same are hereby dissolved.

B. The written MARITAL SETTLEMENT AGREEMENT between Petitioner and Respondent dated February 17, 1986, and hereinabove set forth in full, is made a part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court; and each of the parties hereto shall execute and carry out all of the terms, conditions, and provisions of said Agreement.

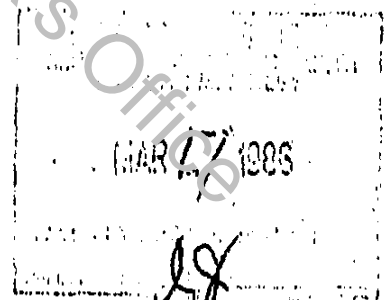
C. The Court shall retain jurisdiction of this cause for the purposes enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the written Marital Settlement Agreement made between the parties hereto dated February 17 1986, as hereinabove set forth.

ENTER:



JUDGE

BOBBIE F. BECKER (#50697)  
Attorney for Petitioner  
3243 Ridge Road  
Lansing, Illinois 60438  
(312) 895-4050



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## EXHIBIT "A"

Lot 11(except the East 1 foot thereof) and Lot 12(except the East 1 foot thereof) in Block 1 in the Airway's Addition, a Subdivision of(except Lots 3 and 10 in Block 1)(except Lots 12m 13 and 14 in Block 2) and all of Blocks 3 and 4 in Southern Bernice, being a Subdivision of that part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 30, Township 36 North, Range 15, East of the Third Principal Meridian, lying East of the West 17,2004 acres thereof, in Cook County, Illinois.

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## EXHIBIT "B"

The certain lot or parcel of ground, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of Livingston, Louisiana, known as THE WILLOWS, and being more particularly described in accordance with the official map of the subdivision, on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, Louisiana, as LOT NUMBER FIFTY(50). Said lot having such measurements and dimensions as shown on said map.

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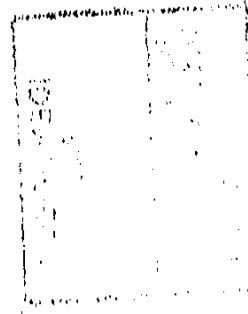
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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

**AURELIA PUCINSKI**

I, **AURELIA PUCINSKI**, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete **COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:**

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in a certain cause lately pending in said Court, between

**JEFFREY WITKO**

plaintiff/petitioner

and **KAREN WITKO**

defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 5th

day of DECEMBER 19 88

*Aurelia Pucinski*

Clerk

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CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

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IDENTIFIED No.	Registrar of Terrors Taxes CAROL MOSELEY BRAUN Meyers
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ATTORNEYS TITLE  
GUARANTY FUND, INC.  
208 LAUREL 5TH FLOOR  
CHICAGO, IL 60603

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AURELIA PUCINSKI  
[REDACTED]

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