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Key # 26-300-4(15)

WA

STATE OF INDIANA  
COUNTY OF LAKE

IN THE LAKE CIRCUIT COURT  
CROWN POINT, INDIANA

IN RE THE MARRIAGE OF:  
LINDA K. KOLIBOSKI,

CAUSE NO. 45C01-0003-DR-178

Petitioner,

and

GREGORY M. KOLIBOSKI,

Respondent.

Filed in Open Court

MAR 05 2001

*Anna M. Antone*  
CLERK LAKE CIRCUIT COURT

2002 061290

**DECREE OF DISSOLUTION**

The Petitioner, LINDA K. KOLIBOSKI (hereinafter referred to as Wife), and the Respondent, GREGORY M. KOLIBOSKI (hereinafter referred to as Husband), now advise the Court that they have reached an amicable settlement of the issues surrounding the final disposition of the incidents of their marriage, and respectfully request that the Court approve same.

The Court, being fully advised, now finds as follows:

1. Wife and Husband are now and have been continuously for more than six months prior to the filing of the Petition of Dissolution for Marriage residents of the State of Indiana and for more than three months prior to the filing of the Petition for Dissolution of Marriage residents of Lake County.

2. The parties were married on August 16, 1995 and separated on March 23, 2000.

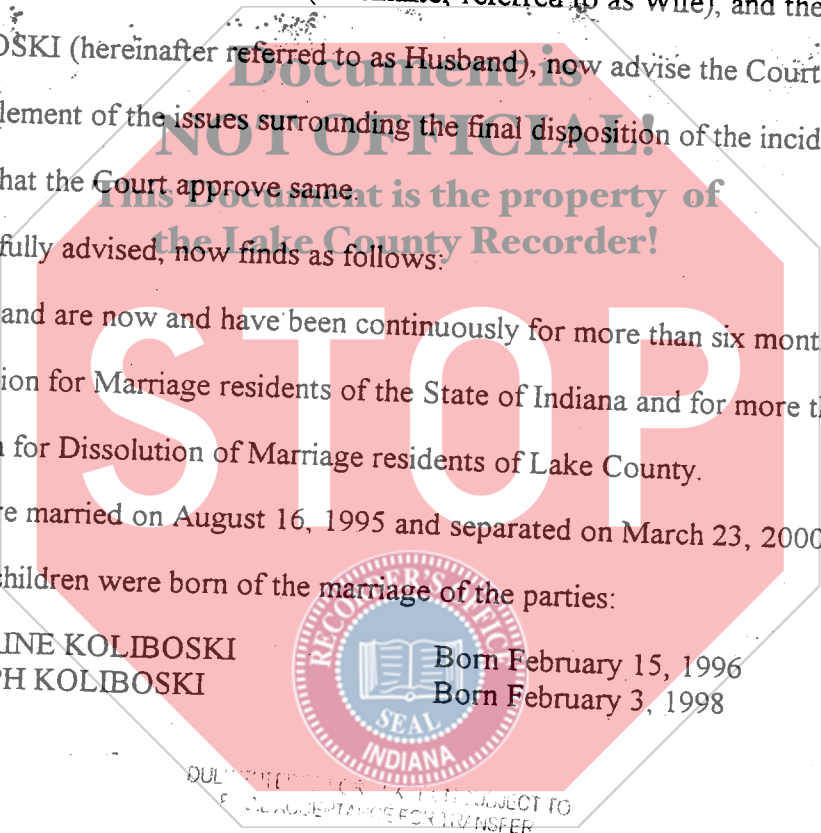
3. The following children were born of the marriage of the parties:

- SARAH CATHERINE KOLIBOSKI Born February 15, 1996
- MICHAEL JOSEPH KOLIBOSKI Born February 3, 1998

Wife is not pregnant.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDER  
MORRIS M. CARTER  
RECORDER  
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PETER BENJAMIN  
LAKE COUNTY AUDITOR

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W.H.  
H.D.

3. The marriage is irretrievably broken and there is no hope for reconciliation.
4. The parties Agreement disposing of the incidents of their marriage is as follows:

A. Wife shall have the care, custody, control and education of the children of the marriage as set forth above, subject to Husband's right to reasonable visitation with the children as the parties shall agree, otherwise, should a dispute arise, visitation shall be pursuant to the Lake County Visitation Guidelines. Husband shall pay Wife child support, by Wage Withholding Order, the amount of \$149.00<sup>00</sup> per week pursuant to and medical and related expenses on behalf of the children as calculated upon the Child Support Guidelines Worksheet attached to and made a part of this Decree. Husband shall be entitled to claim SARAH, and Wife shall be entitled to claim MICHAEL as tax exemptions for tax years 2000 and subsequent years.

B. The Marital Real Estate located at 407 W. 44th Place, Griffith, IN 46319 is awarded to Wife. Wife shall be responsible for the mortgage indebtedness on the real estate to Norwest Mortgage and shall hold Husband harmless thereon. Wife shall pay in full the mortgage indebtedness to Norwest within two (2) years of the date of this Decree.

C. Wife is awarded the following marital property: 75 shares of the GE stock, 25 shares of the Lucent Technologies stock, <sup>and 1/2 of any Lucent split-off shares</sup> the 1997 Oldsmobile Automobile, one computer, all household goods, supplies and furnishings now in her possession other than those awarded to Husband, and all her personal belongings and effects.

D. Husband is awarded the following marital property: 75 shares of the GE stock, 25 shares of the Lucent Technologies stock, <sup>and 1/2 of any Lucent split-off shares</sup> the 1999 Ford F-150, all his tools and equipment (which he agrees to remove from the marital residence within 30 days of the execution of this Decree), the couch, the lazy boy chair, one computer and all his personal belongings and effects.

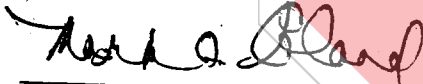
E. Wife shall be responsible for assuming the following marital indebtedness and shall hold Husband harmless thereon: Norwest Mortgage, one-half the medical bills to St. Margaret Mercy, Dr. Schwartz and Hammond Radiologists, any indebtedness to any contractors or subcontractors regarding any repairs or remodeling of the laundry room at the Marital Residence, and any and all other indebtedness incurred in her sole name.

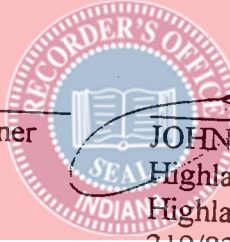
F. Husband shall be responsible for assuming the following marital indebtedness and shall hold Wife harmless thereon: Ford Motor Credit, upon which Husband will continue to pay Wife the \$370.41 monthly payment on or before the 21st day of each month, after which Wife will make the payment, one half the medical bills to St. Margaret Mercy, Dr. Schwartz and Hammond Radiologists, RAL, VISA and any and all other indebtedness incurred in his sole name. Husband and Wife agree that should Husband fail to make a payment to Wife on the Ford Motor Credit bill as specified above, Husband shall return the 1999 F-150 to Wife and Wife shall return the 1997 Oldsmobile to Husband. Husband and Wife further agree that, upon payment in full of the indebtedness upon the 1999 F-150, Wife shall transfer title to the 1999 F-150 to Husband.

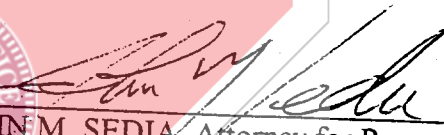
  
LINDA K. KOLIBOSKI

  
GREGORY M. KOLIBOSKI

APPROVED AS TO FORM:

  
MARK A. GLAND, Attorney for Petitioner  
1000 East 80th Pl. Suite 502 North  
Merrillville, IN 46410  
219/680-4800 FAX: 219/769-3031



  
JOHN M. SEDIA, Attorney for Respondent  
Highland Office Center, 2646 Highway Ave. Ste 106  
Highland, IN 46322  
219/838-1952 FAX: 219/838-1987

Marriage of Koliboski  
45C01-0003-DR-178  
Decree of Dissolution  
Page Four

This Agreement is a fair and equitable disposition of the incidents of the parties marriage and should be approved by the Court in all respects.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The marriage between LINDA K. KOLIBOSKI and GREGORY M. KOLIBOSKI is dissolved and LINDA K. KOLIBOSKI and GREGORY M. KOLIBOSKI are restored to the state of unmarried persons.
2. The Agreement entered into between LINDA K. KOLIBOSKI and GREGORY M. KOLIBOSKI as set forth above is approved by and entered as an Order of this Court. The parties are ordered to carry out the terms and conditions of this Agreement.
3. All right, title and interest in and to the following real estate, shall vest solely and exclusively in


LINDA K. KOLIBOSKI:

Lot Four (4), Park Manor Addition to Griffith, as shown in Plat Book 29, page 104, in Lake County, Indiana.


Commonly known as: 407 West 44th Place Griffith, IN 46319

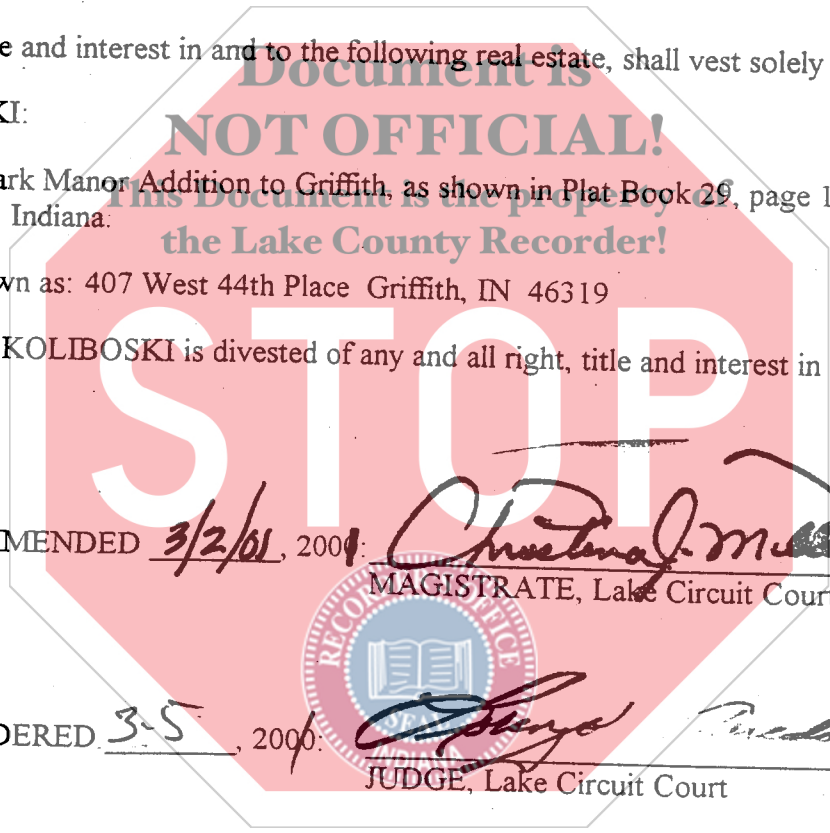
GREGORY M. KOLIBOSKI is divested of any and all right, title and interest in and to the above-described real estate.

FOUND AND RECOMMENDED 3/2/01, 2001:

  
MAGISTRATE, Lake Circuit Court

APPROVED AND ORDERED 3-5, 2001:

  
JUDGE, Lake Circuit Court



AFFIDAVIT IN AID OF TITLE

I Luis A. Rentas, the authorized representative of Burnet Title and familiar with the described real estate, attest to the following facts:

1. That Linda K. Koliboski and Gregory Koliboski are the owners of the real estate commonly known as 407 W. 44th Place Griffith In. 46319
2. That Linda K. Koliboski and Gregory Koliboski acquired title to the real estate as husband and wife, by means of Warranty Deed recorded June 16, 1999 as Document No. 99050450.
3. The legal description of the real estate in question is as follows:  
Lot 4 in Park Manor Second Addition to Griffith, as per plat thereof, recorded in Plat Book 29, page 104 in the Office of the Recorder of Lake County, Indiana.
3. That a Decree of Dissolution was filed on March 5, 2001, in the Lake Circuit Court Crown Point, Indiana under Cause No. 45C01-0003-DR-178 in re the marriage of Linda K. Koliboski and Gregory M. Koliboski.
4. That said Decree states that all right, title and interest to the above mentioned real estate vests only and exclusively in Linda K. Koliboski and Gregory M. Koliboski is divested of any and all right, title and interest to said real estate.
5. This affidavit is given to induce the Lake County Auditor's Office to transfer the name on the tax roll from Gregory Koliboski to Linda K. Koliboski.

Dated: July 8, 2002

**NOT OFFICIAL!**  
 This Document is the property of  
 the Lake County Recorder!

Signature Luis A. Rentas

Luis A. Rentas  
authorized representative of Burnet Title

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )



Before me, a Notary Public in and for said County and State, personally appeared Luis A. Rentas who acknowledged the execution of the foregoing Instrument and who having been dully sworn stated that any representations made therein contained are true.

Witness my hand and Notarial Seal this 8th day of July, 2002

My commission expires: 8-31-2007  
 Signature Elizabeth M. McCarty  
 (Signature)

This instrument was prepared by: Luis A. Rentas

