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STATE OF ILLINOIS )

COUNTY OF COOK

**#51108** 

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

IN RE THE MARRIAGE OF:

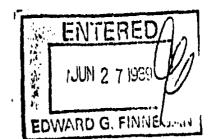
Mark Dixon,

Petitioner,

pod

Gema Dixon,

Kespondent.



No. 88 D 2514

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### JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on Petition for Dissolution of Marriage of the Petitioner, Mark Dixon, appearing in his own proper person and by his attorney, Nathaniel D. Lawrence, and the Respondent, Gema Dixon, appearing in her own proper person and by her attorney, Robert Gordon, and this cause came on for hearing upon the Petition for Dissolution of Marriage of the Petitioner. Mark Dixon, and upon the Response thereto of the Respondent, Gema Dixon: and the Court having heard the testimony in open court in support of the allegations contained in Petitioner's Petition for Dissolution of Marriage, and the

Court having considered all the evidence and now being fully advised in the premises;

### DOES FIND

- 1. That this Court has jurisdiction of the parties hereto and of the subject matter herein;
- 2. That Petitioner, Mark Dixon, has resided in the State of Illinois at the time this Petition for Dissolution of Marriage was commenced and has maintained a domicile and residence in the State of Illinois for ninety (90) days and more next preceding the making of these findings;
- 3. That the parties were married on January 18, 1972, and said marriage was registered in Cook County, Illinois;
- 4. That there was one (1) child born to the parties during the course of their marriage, Steven Dixon, Jr., age 14;
- 5. That there were no children adopted by the parties during the course of their marriage and Respondent is not now pregnant;

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- That without fault or provocation by the Petitioner, Mark
  Dixon, the Respondent, Gema Dixon, has been guilty of
  extreme and repeated mental cruelty towards the Petitioner.
- 7. That the parties hereto have freely and voluntarily entered into a written agreement dated January 3, 1989, concerning the questions of the maintenance of both parties and the respective rights of each party in and to the property, income and estate that either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, that have been presented to this Court for its consideration. The Court finds that said Agreement was entered into freely and voluntarily between the parties hereto and that it is not unconscionable and that said Agreement ought to and does receive the approval of this Court, and said Agreement is in words and figures as follows:

ON MOTION OF SAID ATTORNEYS FOR THE PETITIONER AND PURSUANT TO THE STATUTE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- A. That the parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Petitioner, Mark Dixon, and the Respondent, Gema Dixon, are hereby dissolved and each is freed from the bonds thereof.
- B. That the written settlement agreement dated January 3, 1989 hereinabove be and is hereby incorporated into this decretal section of the Judgment for Dissolution of Marriage and each party is hereby bound by all of the terms and conditions therein as if each were fully spelled out herein.
- C. That the Respondent is awarded the permanent care, custody and control of the parties' minor child, Steven Dixon, Jr., age 14.

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D'. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage.

ENTER:

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Doorty Of Court Courts Clark's Office Nathaniel D. Lawrence 2835 N. Sheffield Avenue -- Buite 232 Chicago, IL 60657 ~(\$12)~880**-**2414~**-**~~~

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Proberty of Cook Colling Clerk's Office . HEREDI CERTITY THE ABOVE TO BE CORRECT DATE / 0 - 0

CLERK OF THE CIRCUIT COURT OF COUR COUNTY, ICEL

COURT AND VIOLATION THEREOF IS SUBJECT TO THE

THIS ORDER IS THE COMMAND OF THE CIRCUIT

PENALTY OF THE LAW

#51108

STATE OF ILLINOIS )

COUNTY OF COOK )

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

IN RE THE MARRIAGE OF:	)
Mark Dixon,	) )
Petitioner,	)
and	) No. 88 D 2514
Gema Dixon,	· ·
Respondent.	,

### MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into at Chicago, Illinois, on the undersigned date, by and between Mark Dixon, hereinafter referred to as the "Husband", and Gema Dixon, hereinafter referred to as the "Wife".

whereas, one child was born to the parties as a result of the marriage, Steven Dixon, Jr., age 14. That no children were adopted by the parties and the Wife is not now pregnant; and

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof.

THEREFORE, in consideration of the mutual promises and other good and valuable consideration, hereto expressed, the parties agree as follows:

### AKTICLE I

### RESERVATION OF LITIGATION RIGHTS

This agreement is not one to obtain or stimulate a dissolution of marriage. The Husband reserves the right to prosecute his pending action for dissolution of marriage and to defend any action that the Wife has commenced. The Husband reserves the right to prosecute his action and to defend any action that the Wife may bring or has brought.

### ARTICLE II

#### MAINTENANCE

That both Husband and Wife hereby agree to forever waive maintenance from each other.

#### ARTICLE III

### REAL PROPERTY

### Chicago Property

Dropon,

### A. 900 N. Lake Shore Drive - Unit 2107, Chicago, IL 60611

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest to the property located at 900 N. Lake Shore Drive . Unit 2107, Chicago, IL 60611, which is now held in joint tenuncy.

The Husband shall be solely responsible for all payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and soy and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related



expenses reasonably incurred in connection with the enforcement of such indemnification.

### B. 4848 N. Washtenaw, Chicago, IL 60625

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest to the property located at 4848 N. Washtenaw, Chicago, IL 60625, which is now held in joint tenancy.

payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

### C. 3135 W. Carmen, Chicago, IL 60625

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper guit claim deed all of her right, title and interest to the property located at 3135 W. Carmen, Chicago, IL 60625, which is now held in joint tenancy.

The Husband shall be solely responsible for all payments past, present and future on the mortgage, real

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estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

### D. 2646-2658 W. Gunnison, Chicago, II 60625

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest to the property located at 2646-265% W. Gunnison, Chicago, IL 60625, which is now held in joint tenancy.

The Husband shall be solely responsible for all payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

### E. 5415 N. Sheridan, Chicago, IL 60640

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim

deed all of her right, title and interest to the property located at 5415 N. Sheridan, Chicago, IL 60640, which is now held in joint tenancy.

payments past, present and future on the mortgage, real estate takes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

### F. 2010-2014 N. Damen, Chicago, IL 60647

Immediately upon entry of the Judgment for Dissolution of Marriage, Husband shall convey to Wife by a proper quit of his right, title and interest to the property located at 2010-2014 N. Damer, Chicago, IL 60647, which is now held in joint tenancy.

The Wife shall be solely responsible for all payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Wife shall indemnify and hold the Husband harmless from any liability arising therefrom, including all

attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

#### 2036-2040 W. Armitage, Chicago, IL 60647 G.

Immediately upon entry of the Judgment for Dissolution of Marriage, Husband shall convey to Wife by a proper quit OR ASSIGNMENT OF DOMOFICIAL ENGINEER claim deed all of his right, title and interest to the property located at 2036-2040 W. Armitage, Chicago, IL 60647, which is now held in joint tenancy.

The Wife shall be solely responsible for all payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Wife shall indemnify and hold the Husband harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification. 0/0/4/5

### Wisconsin Property

### Silver Lake Cottage

Immediately upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest to the Silver Lake Cottage in Wisconsin, which is now held in joint tenancy.

The Husband shall be solely responsible for all payments past, present and future on the mortgage, real estate taxes,

utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

### Florida Property

2555 Collins Avenue - Unit 107, Miami Beach, FL 33140

Immediziely upon entry of the Judgment for Dissolution of Marriage, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest to the property located at 2555 Colling Avenue - Unit 107, Miami Beach, FL 33140, which is now held in Joint tenancy.

The Husband shall be solely responsible for all payments past, present and future on the moregage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said real estate, and the Husband shall indemnify and hold the Wife harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

#### ARTICLE IV

#### PERSONAL PROPERTY

### A) Illinois Business

Super Foods, Inc.

Prior to the entry of a Judgment for Dissolution of Marriage, Husband shall quit claim, release and assign all interest that he has in the parties' joint business venture known as Super Foods, Inc. Wife shall pay to Husband, prior to the entry of a Judgment for Dissolution of Marriage, the sum of seventy-five thousand dollars (\$75,000.00) for his interest in the business known as Super Foods, Inc.

Wife shall retain sole ownership and interest in the business known as Super Foods Inc. and all of its personal property, accounts receivable and all other assets.

wife shall be responsible for all real estate taxes that have been sold because of delinquency for the property at 2010-2014 N. Damen, Chicago, IL 60647, and she shall be responsible for a judgment in the sum of three thousand seven hundred dollars (\$3,700.00) that was entered on September 20, 1988 against either Gema Dixon, Mark Dixon, or Super Foods, Inc. in Case Number 88M1-287-495. And Wife shall be responsible for any water bill that is owed for the property at 2010-2014 N. Damen, Chicago, IL 60647 and she shall

indemnify and hold the Husband harmless from any liabilities arising from each of these matters, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

payments past, present and future on the mortgage, real estate taxes, utilities, insurance, repairs, and any and all other expenses and indebtedness associated with the ownership of said personal property and the real estate associated with the Illinois ousiness known as Super Foods, Inc. and the Wife shall indemnify and hold the Husband harmless from any liability arising therefrom, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

#### B) Bank Accounts

Husband shall retain sole ownership of all funds held by the parties in joint checking accounts at Cole Taylor Bank, Liberty Federal Savings and Lake Shore Eank and Husband shall retain sole ownership of all funds held by him in his name only at Cole Taylor Bank and Wife shall retain sole ownership of any funds held in her name only in her checking account at \_\_\_\_\_\_\_ The Main Gank .

Wife shall retain all funds held by the parties in a corporate bank account under the name of Super Foods, Inc. at Banco Popular De Puerto Rico.

#### C) Automobiles

Wife shall retain sole ownership of the 1984 Horizon free and clear of any interest claimed by Husband. Husband shall out claim any interest in the 1984 Horizon to Wife. Wife agrees that she shall be solely responsible for the balance of payments remaining on the 1984 Horizon and shall indemnify Husband for any expenses or liability incurred in the ownership or operation of said car from the date of Judgment for Dissolution of Marriage.

Husband shall retain tole ownership of the 1983
Mercedes free and clear of any interest claimed by Wife. Wife shall quit claim any interest in the 1983 Mercedes to
Husband. Husband agrees that he shall be solely responsible for the balance of payments remaining on the 1983 Mercedes and shall indemnify Wife for any expenses or liability incurred in the ownership or operation of said car from the date of Judgment for Dissolution of Marriage.

### D) <u>Miscellaneous Personal Property</u>

The Parties having already divided their other personal property shall keep whatever personal property that

is now in his or her respective possession, free and clear of any interest had thereby, including but not limited to, furniture, furnishings, pension plans, bank accounts, insurance and other assets.

#### ARTICLE V

#### CUSTODY, CHILD SUPPORT AND VISITATION

### Custody and Child Support

Wife shall have sole custody of the parties' minor child, Steven Dixon, Jr. Husband shall pay twenty percent (20%) of his monthly net income to Wife, payable on the fifteenth (15th) of each wonth and said amount shall be paid directly by Husband to Wife.

#### Visitation

The parties agree that due to the age of the parties' minor child, a strict schedule for visitation by the Husband is not amenable at this time. Husband, however, shall have the right to reasonable visitation over the parties' minor child, Steven Dixon, Jr., and Wife shall cooperate with the visitation of Husband over said child. Wife shall also inform Husband of all major decisions affecting the child's health, education and wolfare and shall keep the Husband.

informed as to the education achievements, grades and classes that the child is taking.

### Medical Expenses

Husband and Wife shall be equally responsible for one-half of all medical expenses incurred by the minor child, Steven Dixon, Jr., until he reaches the age of majority, marries or is otherwise emancipated.

#### ARTICLE VI

### HIGH SCHOOL AND COLLEGE EDUCATION

Husband and Wife shall be equally responsible for the education of the parties' minor child, Steven Dixon, Jr.

Said expenses to include, but are not limited to, tuition,

living expenses, room and board, books and laboratory

materials on Travel expenses. High School Mid Soffert.

Colocational expenses Shall Solve of Child Soffert.

#### ARTICLE VII

### ATTORNEYS' FEES

Each party shall be responsible for his or her own attorneys' fees and court costs.

#### ARTICLE VIII

### 1988 PERSONAL AND CORPORATE INCOME TAX LIABILITY

#### A. Personal Income Tax

return for their personal income for the years 1987 and 1988. Husband shall be responsible for any income tax penalty of fine imposed by either the Internal Revenue Service or the State of Illinois for failure to file timely 1987 quarterly payments.

### B. Corporate Income Tax

Wife shall be solely responsible for payment of the 1988 corporate income tax as imposed by the State of Illinois and the federal government and shall indemnify and hold Husband harmless for any liabilities including fines, penalties, attorneys' fees or court costs imposed by either the federal government or the Internal Revenue Service on Super Foods, Inc. for the failure of Super Foods, Inc. to pay quarterly payments for the year 1988. Husband shall cooperate with providing any documentation to allow Wife to file the 1988 corporate tax return but shall not be responsible for any monies owed under said return as said obligation shall be the sole responsibility of the Wife.

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### ARTICLE IX DEBTS AND FINANCIAL OBLIGATIONS

Each party warrants that he or she has not any debts or liabilities with third parties for w other would be liable since the parties' separation for those in the ordinary course of living, which paid by the party who incurred each such debt or Each party agrees with the other party that he or not at any time hereafter contract any debt or li whatsoever with third parties for which the other her legal heirs, representatives and assigns, or property or estate shall become liable. Each par with the other party at all times to keep the oth his or her helrs, personal representatives and as free, harmless (ind indemnified of and from any c) debts, charges or hereafter contracted by either third parties.

### ARTICLE X

### EXECUTION OF DOCUMENTS AND MUTUAL RELEATION

1) That each of the Parties agrees that h demand by the other at any time hereafter, execu

all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for this Agreement shall constitute a complete adjustment of the property rights and all other rights of the Parties thereto.

That except as herein provided, each of the Parties icceto does hereby forever waive, release and quit-claim to the other party all rights of maintenance (alimony), dower, nomestead, and all other property rights and claims that he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, by reason of the marital relations now existing between the Parties hereto under any present or future law of any state or of the United States of America, or of any other country, in or to, or against the property of the other Party, or his or her estate, whether now owned or hereafter acquired by such other Party. Each of the Parties hereto further covenants and agrees for himself and herself and his or her neirs, executors, administrators and assigns that he or she will never at any time hereafter sue the other Party or his or her heirs, executors, administrators or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

is granted to the Farties at any time hereafter, this
Agreement and all of its provisions shall be set forth and
incorporated in any such Judgment, but in no event shall
this agreement be effective or of any validity unless and
until a Judgment of Dissolution of Marriage is entered in
the pending action. The Court, upon entry of the Judgment of
Dissolution of Marriage, shall retain the right and power to
enforce the provisions and terms of this Agreement,
including, but acc limited to, the use of contempt
procedures. Upon entry of such Judgment, this Agreement
shall also be subject to enforcement by either Party as in
the case of any other contract or Agreement.

SIGNED AND SEALED THE 321 DAY OF Mily , 1989, CHICAGO, ILLINOIS

READ AND APPROVED

READ AND APPROVED

Gema Dixon

Mark Dixon

Nathaniel D. Lawrence

2835 N. Sheffield Avenue - Suite 232

Chicago, IL 60657

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A HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 10-273-90

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ICL.

THIS ORDER IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE

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BENALTY DE THE LAW

said County, in the State aforesaid, DO HEREBY CERTIFY that ZIVKO JOVIC and MIKA JOVIC, his wife personally known to me to be the same person & whose names are subscribed IMPRUSS to the foregoing instrument, appeared before me this day in person, and acknowl-SEAL edged that the eysigned, scaled and delivered the said instrument as \_ their free and voluntary act, for the uses and purposes therein set forth, including the rescalease and waiver of the right of homestead. HERL, State of Illinois m Empires 3/1/9/ 23rd day of Oct HANDER CONTROL COM Greate II herare en ... State of illinois . Perisin 208 South LaSalle St This instrume to Whatente Chairs New y 2089 Chicago, Illinois

LAWRENCE + MORKIS

2835 N Sheffield #232

CNICHSULT 60657

SEND SUBSPOURNE TAX BILLS TO: (Address)

(City State and Zip)

Property of County Clerk's Office

12-69-673

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