

2. Petitioner was a resident of the State of Illinois at the time this action was commenced, and residence has been maintained for more than ninety (90) days next preceding the commencement of this action.

3. That the Petitioner and Respondent were married on January 25, 1986, in Northlake, Illinois, and said marriage is registered in Cook County, Illinois.

4. Irreconcilable differences exist between the parties which have caused an irretrievable breakdown of the marriage. Efforts at reconciliation have failed and future attempts at reconciliation would be impracticable and not in the best interests of the family.

5. The parties have lived separate and apart for a period longer than six (6) months.

6. Petitioner and Respondent have entered into a written Marital Settlement Agreement, settling all issues including division of marital property and maintenance for either spouse. Said Agreement is attached hereto and made a part of this Judgment.

7. The Court having examined the Agreement and having been informed of the circumstances of the parties, has found that the Agreement is fair, equitable, and not unconscionable; and has approved its provisions.

8. There is no petition for dissolution of the parties' marriage pending in any other county or state.

9. The Petitioner has established by competent, relevant, and material proof all of the allegations in the Petition for Dissolution of Marriage.

IT IS THEREFORE ORDERED:

- A. The bonds of matrimony existing between the Petitioner, [REDACTED], and the Respondent, [REDACTED], be and the same are hereby dissolved pursuant to statute.
- B. The written Marital Settlement Agreement of the parties is hereby approved, and the Agreement is incorporated into and made a part of this Judgment for Dissolution of Marriage.
- C. The Wife has been advised of her right to seek maintenance from the Husband and the Wife hereby waives said right and shall be forever barred from making any claims against Husband for her support and maintenance.
- D. The Husband has been advised of his right to seek maintenance from the Wife and the Husband hereby waives said right and shall be forever barred from making any claims against Wife for his support and maintenance.
- E. Each of the parties shall promptly upon demand by the other party, execute and deliver to such other party any and all documents necessary to effectuate and fulfill the terms of this Judgment for Dissolution of Marriage.
- F. The Petitioner is granted use of her maiden name: [REDACTED]
- G. The parties are ordered and adjudged to execute, carry out, and perform all of the terms, provisions, and conditions of the Judgment for Dissolution of Marriage and Marital Settlement Agreement.
- H. This Court expressly retains jurisdiction of this cause for purposes of enforcing the terms of this Judgment for Dissolution of Marriage.

Entered: _____, 2017 _____
Judge

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 in this Agreement and the consequences thereof; that each party understands the following:

- a. Their legal rights and duties as between the parties;
- b. The range of what the Court might order if called upon to decide the case as a contested matter; and
- c. The legal effect of each provision of this Agreement.

Each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement; that the parties, after carefully considering the terms of this Agreement state that they do not regard it to be unconscionable; and

WHEREAS, the Wife, [REDACTED], has employed the benefit of Attorney [REDACTED], as her attorney. The Husband, [REDACTED], has employed the benefit of Attorney [REDACTED] as his attorney. The parties acknowledge that each has been fully informed of the wealth, property, estate and income of the other. Each party also acknowledges that he and she is conversant with all of the wealth, property, estate and income of the other and each has been fully informed of his and her respective rights in the premises; and

WHEREAS, without any collusion as to the pending proceedings, or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be to their respective best interests to settle, adjust and compromise between themselves now and forever, the matters of maintenance, the settlement of the property rights of the parties with respect to marital property, and the disposition of all claims, whether arising by virtue of the marriage of the parties hereto or otherwise, which each party hereto ever had, now has or may have in the future against the other, whether arising under the laws of Illinois or any other state or country, for or on account of any matter whatsoever; and all rights, whether arising by virtue of the marriage of the

parties hereto or otherwise, which each party hereto ever had, now has or may have in the future arising under the laws of Illinois or any other state or country and/or to any and all property, real, personal or mixed, tangible and intangible, and marital, heretofore or hereafter owned or possessed by the other party hereto, including without limitation of the foregoing, all inchoate rights and all rights of homestead, inheritance, descent, distribution, marital, non-marital property and/or community interest and surviving spouse's award. The parties further acknowledge that each has made full disclosure to the other of all assets.

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

ARTICLE 1 - RECITALS

The foregoing recitals are made a part of this Agreement. This Agreement is not one to obtain or to stimulate a dissolution of marriage between the parties. Both parties reserve the right to prosecute and defend any action or actions which may hereafter be brought by either or both of them regardless of marriage.

ARTICLE 2 - MAINTENANCE

A. The Husband has been advised of his right to seek maintenance from the Wife and the Husband hereby waives said right and shall be forever barred from making any claims against Wife for his support and maintenance.

B. The Wife has been advised of her right to seek maintenance from the Husband and the Wife hereby waives said right and shall be forever barred from making any claims against Husband for her support and maintenance.

ARTICLE 3 - TAXES

The parties agree that they shall file their 2016 taxes jointly, and file their 2017 taxes individually. The parties further agree that they will split any tax liability or refund accumulating through the part of 2017 that they remain married until entry of Judgment for Dissolution of Marriage.

ARTICLE 4 - NON-MARTIAL PROPERTY

The parties agree that each shall receive his or her own non-marital property, free and clear of any claim or interest on the part of the other, and that all personal property has already been exchanged.

ARTICLE 5 — REAL PROPERTY

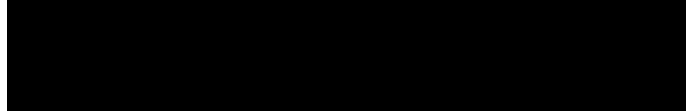
The parties agree that they are the joint and co-owners of the marital property commonly known as [REDACTED], Geneva, IL 60134. The parties agree that they will immediately list the property for sale and that they will cooperate to effectuate the sale of the property. Once the property has been sold, the parties agree that they shall divide equally the net proceeds received from the sale, after all closing costs are paid, including but not limited to the Home Equity Loan, and any real estate taxes owed on the property. In the event that one party would like to purchase the home, they shall have the right of first refusal to do so. If either party wishes to purchase the home, they will need to pay the other party 50% of the equity established from a certified appraisal, and be able to refinance the property in their own name.

ARTICLE 6 - PERSONAL PROPERTY

- A. Motor Vehicles –
 - 1. The parties agree that the Husband shall receive and keep the 2016 Honda CRV as his own vehicle and he shall be free and clear of any claim or interest on the part of the Wife, and he shall be solely responsible for any and all loans that are associated with this vehicle, and hold Wife harmless thereto.
 - 2. The parties agree that the Wife shall receive and keep the 2015 Honda CRV as her own vehicle and she shall be free and clear of any claim or interest on the part of the Husband, and she shall be solely responsible for any and all loans that are associated with this vehicle, and hold Husband harmless thereto.
- B. Personal Property - The parties agree that each shall receive his or her own personal property, free and clear of any claim or interest on the part of the other, and that all personal property has already been exchanged. Inheritance items will remain with the party that the items were intended for.
- C. Retirement Plans – The parties agree that they will divide the marital portion of all of their marital retirement accounts, including but not limited to any marital 401(k)s, IRAs, and Pensions. The parties agree to split the cost of preparing the Qualified Domestic Relations Orders to effectuate equalizing the marital portions of marital retirement accounts, with Wife paying 50% and Husband paying 50%. Both parties shall fully cooperate with the transfers. Retirement accounts to be split listed below:

Name of account held in the name of value





D. Bank Accounts – Checking and Savings The parties agree to evenly split (50/50) all bank account funds, excluding any account that contains either parties’ sole and exclusive non marital inheritance. WIFE has an inheritance from her family which she shall keep as her own sole and exclusive non-marital property. HUSBAND has an inheritance from his family which he shall keep as his own sole and exclusive non-marital property.

E. Investment accounts - The parties will evenly split (50/50) all marital investment accounts. Investment accounts to be split listed below:



F. Joint Wellness Trust – The parties agree to open a Joint Wellness Trust for the benefit of their adult disabled child, Joseph. They will each contribute on a regular and continuing basis to the Joint Wellness Trust for the living expenses of their adult disabled child, Joseph. The parties further agree that they shall name their emancipate child, Sarah, as the executor of the Joint Wellness Trust for the benefit of Joseph.

G. Estates – Both parties agree to name their emancipated children, Sarah and Joseph, as beneficiaries of their estates. The parties further agree that Sarah will be named as Executor of both estates.

H. Life Insurance Policy – The parties stipulate that HUSBAND currently has a \$100,000 life policy from Lincoln National Life with a current cash value of \$16,275. HUSBAND shall continue to pay for said policy, as is current practice,

with their emancipated children, Sarah and Joseph named beneficiaries of the policy.

ARTICLE 7 — DEBT

The parties stipulate that the only joint marital debt is the Home Equity Loan on their joint and co-owned marital house. After the marital residence is sold, the parties agree that they will use any equity to pay off the Home Equity Loan first. The Parties agree that they shall each be solely responsible for any and all debts incurred in their own names. The Wife agrees to hold the husband harmless from any liability to debts in her name and the Husband agrees to hold the Wife harmless from any liability to debts incurred in his name. The Husband and Wife acknowledge that there are no longer any joint debts of this marriage.

ARTICLE 8 - ATTORNEY'S FEES

The parties agree that each shall be responsible for his or her own attorney's fees and costs incurred in connection with these proceedings payable upon entry of Judgment for Dissolution of Marriage.

ARTICLE 9- UNDISCLOSED ASSETS

The parties represent that all of their property has been described or listed in this Agreement, and further agree that if at any time after execution of this Agreement, any additional property is discovered, whether in the name of Husband, Wife or any other person or entity on either party's behalf, jointly or individually, such property will be divided equally between the parties. This Paragraph will affect only property having a fair market value in excess of \$500.00 and, if necessary, such property will be sold to effectuate the intention of this Paragraph.

ARTICLE 10 - MUTUAL RELEASES

To the fullest extent by law permitted to do so, and except as herein otherwise provided, each of the parties does hereby forever relinquish, release, waive and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of inheritance, descent and distribution, community interest and all other rights, title, claim, interest and estate as Husband and Wife, widow or widower, or otherwise, by reason of the marital relations existing between said parties hereto, under any present or future law, or which he or she otherwise or might have or be entitled to claim in, to or against the property and assets of the other, real, personal, mixed, whether marital or non-marital, or his or her estate whether now owned or hereafter acquired in any matter acquired by the other party, or whether in possession or in expectancy and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representative, grantees, devisees, or assigns, for the purpose of enforcing any or either of the rights as specified in and relinquished under this Paragraph and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and 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 such deeds, releases or other instruments and further assurances as may be required or reasonably requested to affect or evidence such release, waiver, relinquishment or extinguishment 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 provisions of this Agreement.

ARTICLE 11 - WAIVER OF ESTATE CLAIM

Each of the other parties hereby waives and relinquishes all right to act as administrator with the will annexed of the estate of the other party and each of the parties hereto does further relinquish all rights to inherit by intestate succession any of the property of which the other party may die seized or possessed, and should either of the parties hereto die intestate this agreement shall operate as a relinquishment of all rights of the surviving party hereafter to apply for letters of administration in any form, and 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 hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise of his or her respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

ARTICLE 12 - AMENDMENTS TO THIS AGREEMENT

This Agreement may only be amended or modified by mutual agreement of the parties. Any such amendment or modification shall be reduced to writing, dated and signed by both of the parties, and shall specifically provide that it is intended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.

ARTICLE 13 - FUTURE MODIFICATION BY COURT

The terms of this Agreement shall not be subject to subsequent modification or change except by mutual consent of the parties, regardless of the relative circumstances of the parties; provided, however, both parties acknowledge that any provisions of this Agreement dealing with child custody, visitation and support are subject to subsequent modification and approval by the Court.

ARTICLE 14 - SEVERABILITY

It is expressly understood and agreed between the parties that in the event a Court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and affect.

ARTICLE 15 - ENTIRE AGREEMENT REPRESENTED HEREIN

The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants, or undertakings, other than those expressly set forth herein, have been made by either party to the other.

ARTICLE 16- CHOICE OF LAW

This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or Wife.

ARTICLE 17 - AGREEMENT BINDING UPON OTHERS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, and assigns.

ARTICLE 18 - EXECUTION CLAUSE

Each of the parties agrees to execute and acknowledge, upon the effective date of this Agreement, the legal documents necessary or proper to vest the titles and estates in the respective parties as provided in this Agreement. Both parties also agree to execute at any time as the need arises all documents which may be necessary to carry out the purposes of this Agreement. If either party for any reason fails or refuses to execute any such documents, then this Agreement shall itself constitute: (1) a full and effective present transfer, assignment and conveyance of all

rights designated in this Agreement to be transferred, assigned, and conveyed, and (2) a full, present and effective relinquishment and wavier of all rights designated to be relinquished and waived under this Agreement.

ARTICLE 19 - EFFECTIVE DATE OF AGREEMENT

In the event that a Judgment for Dissolution of Marriage is granted to the parties in the pending action at any time hereafter, this Agreement and all of its provisions shall be set forth and incorporated in any such Judgment for Dissolution of Marriage, but in no event shall this Agreement be effective or of any validity unless and until a Judgment for Dissolution of Marriage is entered in the pending action. In the event that the Court should refuse to grant a Judgment for Dissolution in the pending action, then this Agreement shall be null and void and of no effect whatsoever. The Court, upon entry of a Judgment for Dissolution of Marriage, shall retain the rights to enforce the provisions and terms of this agreement.

Petitioner, [REDACTED]

Respondent, [REDACTED]

SUBSCRIBED and SWORN to
Before me this ____ day
of _____, 2017.

SUBSCRIBED and SWORN to
Before me this ____ day
of _____, 2017.

Notary Public

Notary Public