

STATE OF ILLINOIS

SS.

COUNTY OF C O O K

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, DOMESTIC RELATIONS DIVISION ILLINOIS

IN RE THE MARRIAGE OF:

JOE JONES

Petitioner,

No.

and

JONI JONES

Respondent.

**SAMPLE MARITAL SETTLEMENT AGREEMENT**

This Agreement is made and entered into this day of \_\_\_\_\_ 2007 by and between the Petitioner, hereinafter referred to as JOE JONES, the "Husband" and the Respondent, hereinafter referred to as JONI JONES, or the "Wife".

**W I T N E S E T H:**

1. That the parties hereto were lawfully married on the 12th day of May, 1996, in City of Chicago, County of Cook, State of Illinois; and said marriage was registered therein.
2. That the Husband has resided in Illinois for a period in excess of 90 days prior to the filing of the Petition for Dissolution of Marriage.
3. That one child (NIGEL JONES, age 4, born 3-8-97) was born to the parties; no children were adopted by the parties; and that Respondent is not now pregnant.

4. That there is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act. The case is entitled "IN RE: The Marriage of JOE JONES AND JONI JONES".
5. Those irreconcilable differences have developed between the parties causing an irretrievable breakdown of the marriage, that the parties have lived separate and apart for a period in excess of six months.
6. That without any collusion as to said proceeding and without any intent to obtain or stimulate a dissolution of Marriage, the parties hereto consider it to be in their best interests to settle between themselves the issues arising out of said litigation, including, but not limited to, maintenance, division of real, personal and non-marital property, debts and attorneys' fees, and to forever finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them, and further, including all rights or claims in and to the estate of the other.
7. That the Husband has employed and had the benefit of his attorney. That the Wife has appeared pro se. That both parties have had the opportunity to consult with an attorney regarding this settlement agreement. That the parties acknowledge that each has been fully informed as to the wealth, property, estate and income of the other.

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 set forth in the Marital Settlement Agreement, to wit:

## **ARTICLE I - RESERVATION OF RIGHTS**

- A. That this Agreement is not one to obtain or stimulate a Judgment for Dissolution of Marriage.
- B. That each party herein reserves the rights 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 - MAINTENANCE**

That the parties agree to waive any and all rights they may have against the other as to maintenance and/or support (heretofore termed "alimony"), whether past, present or future, except as to what is provided for below.

## **ARTICLE III - CHILD CUSTODY & VISITATION**

- A. That both Husband and Wife are fit and proper persons to have legal custody of the minor child. Accordingly, the parties shall have joint custody of the minor child. Wife shall have primary care of the minor child and said child shall reside with her on a daily basis.
- B. The parties hereby acknowledge the needs of the child for continuing contact with both parents and the need for both parents to participate in the important events and decisions affecting the life and well-being of said child. Accordingly, the parties shall cooperate in scheduling and implementing said child's educational, religious, and social activities so as to provide said child with an environment that promotes healthy physical, mental, emotional, and social growth and development. The parties shall also use their best efforts to foster the child's love and affection for both parents and to attempt to reach an agreement on all important questions that require joint decisions by the parties. That this provision shall be reviewed annually. If a dispute arises that cannot be resolved by the

parties, then the parties shall seek assistance from the American Arbitration Association (AAA).

- C. Husband shall have reasonable and liberal visitation with the minor child including every weekend, eight weeks of summer and one week at Christmas. That the specific Holiday schedule cannot be determined due to work schedules, however, it shall be agreed upon by the parties.

#### **ARTICLE IV - CHILD SUPPORT**

That Husband shall pay directly to Wife (without the use of the State Disbursement Unit) for the support of the minor child the sum of \$400.00 per month; a sum known to be at least 20% of his net income per month. That Husband's child support obligations shall continue until the emancipation of the minor child. For purposes of this Agreement, the term emancipation shall be defined as the occurrence of the first of the following events:

1. The child's death;
2. The child's attaining the age of 18 years or completion of a High School degree, whichever later occurs, provided the child continues schooling without interruption;
3. The child's maintaining a full-time residence outside the home of the parent having primary care of him, exclusive of that child's residence at a secondary boarding school, camp, or similar facility;
4. The child's obtaining full-time employment, exclusive of employment during school vacation periods;
5. The child's induction in the armed services of the United States or the National Guard; or
6. The child's marriage.

That Husband shall provide medical/insurance for the minor child. That any amount not covered by insurance, including any extra-ordinary medical expenses shall be split equally by the parties. That both parties shall pay for all college expenses for the minor children in accordance to their ability to pay according to the Statute.

That Husband and Wife shall alternate claiming the minor child as a dependent for tax purposes with Husband taking the odd years.

#### **ARTICLE V - PERSONAL PROPERTY**

That each party shall retain all personal property, not otherwise designated by this agreement, in their respective possession.

#### **ARTICLE VI - OTHER PROPERTY**

That all other property has been split by both parties.

#### **ARTICLE VII - PENSIONS**

That both parties shall waive any rights or claims to proceeds from the other party's pension plan, 401(K) plan or I.R.A. accounts.

#### **ARTICLE VIII - LIFE INSURANCE**

That each party shall be entitled to any life insurance in his or her name.

#### **ARTICLE IX - ATTORNEY FEES**

That each party shall pay and be responsible for his or her respective attorney fees incurred in connection with this proceeding.

## **ARTICLE X - MUTUAL RELEASES**

That to the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquished all rights and claims against the other party and his or her agents, attorneys and servants, and 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 maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right title claim, interest and estate as Husband and Wife, widow or widower, whether existing by reason of the marital relationship between said parties hereto pursuant to any and all rights, 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 now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. That each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees, or assigns, agents or servants of the purpose of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a defense thereto. That 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 other heirs, personal representatives, grantees, devisees or assigns, any and all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, or relinquishment of such rights; provided, however, that nothing 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 express provisions of this Marital Settlement Agreement.

**ARTICLE XI - WAIVER OF ESTATE CLAIM**

That each of the parties hereby waives and relinquishes all rights to act as administrator or executor of the estate of the other party and each of the parties hereto does further relinquish all right 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 descent to the heirs 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 testamentary disposition 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 XII - DEBTS**

That Husband and Wife shall be responsible for any debt in his or her name only.  
That except as otherwise herein contained, this is the whole of the Agreement between the parties and each party is barred from any other claims against the other party or his or her heirs, estates and personal representatives. That this Agreement shall be submitted to the Court for its approval and if approved shall be made part of the Judgment of Dissolution of Marriage and shall be of effect and binding only if Judgment of Dissolution of Marriage is entered in the said pending suit.

IN WITNESS WHEREOF, the parties hereto have written their signatures on the day and year first above written.

DATED:

\_\_\_\_\_

JOE JONES

\_\_\_\_\_

JONI JONES

STATE OF ILLINOIS

SS.

COUNTY OF COOK

JONI JONES, being first duly sworn, upon oath deposes and states that she is the Wife referred to in the above Marital Settlement Agreement; that she is of lawful age and under no legal disabilities, that she has read the above and foregoing Marital Settlement Agreement, that she fully understands all of its contents and knows the effect and meaning on the contents, that the matters and facts stated therein are true, and that she has of her own free will and accord agreed to the provisions of and contents of said Marital Settlement Agreement; that she does at the time of this verification also agree to all of the provisions and contents of the said Marital Settlement Agreement, and that it is now and was at the time of signing of the said Marital Settlement Agreement her firm intention and desire to be bound by the said provisions and contents of said Marital Settlement Agreement.

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JONI JONES

STATE OF ILLINOIS

SS.

COUNTY OF COOK

JOE JONES, being first duly sworn, upon oath deposes and states that he is the Husband referred to in the above Marital Settlement Agreement; that he is of lawful age and under no legal disabilities, that he has read the above and foregoing Marital Settlement Agreement, that he fully understands all of its contents and knows the effect and meaning on the contents, that the matters and facts stated therein are true, and that he has of his own free will and accord agreed to the provisions of and contents of said Marital Settlement Agreement; that he does at the time of this verification also agree to all of the provisions and contents of the said Marital Settlement Agreement, and that it is now and was at the time of signing of the said Marital Settlement



Agreement his firm intention and desire to be bound by the said provisions and contents of said Marital Settlement Agreement.

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JOE JONES

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_ 2007.

NOTARY PUBLIC