

**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_ day of October, 2012, by and between BOB ANDERSON, hereinafter referred to as “Husband”, and JILL ANDERSON, hereinafter referred to as “Wife”.

WITNESSETH:

- A. The parties were lawfully married on January 5, 2000 at Rockford, Illinois.
- B. That a dissolution of marriage action has been filed in Winnebago County, Illinois captioned Case No. 2012 D \_\_\_\_.
- C. That no children have been born as a result of said marriage, no children were adopted by the parties and Wife is not now pregnant.
- D. Without any collusion as to the aforementioned dissolution of marriage proceedings 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, support and attorney 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 claims of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other arising from their marital relationship and further including all rights or claims in and to the estate of the other.
- E. Husband has employed and had the benefit of the counsel of Attorney XYZ as his attorney. Wife has elected to proceed without the benefit of counsel although aware of her right to hire an attorney. Each party has made a full disclosure to the other party of his and her respective wealth, estate and income.

F. Both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition free from any duress or coercion and with full knowledge of each and every provision in the Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe the same to be fair and reasonable under the present circumstances.

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 this Marital Settlement Agreement.

**ARTICLE I**

**RESERVATION OF RIGHTS**

1. This Agreement is not one to obtain or stimulate a judgment for dissolution of marriage.
2. Each party reserves the right to prosecute or defend any action now pending or which may hereafter be ripe for relief under the Illinois Marriage and Dissolution of Marriage Act.

**ARTICLE II**

**PROPERTY SETTLEMENT**

1. REAL ESTATE

Neither of the parties hereto owns any real estate. Husband continues to occupy the former marital residence, which is a rental home, commonly known as 4567 Somewhere Lane,

Rockford, Illinois. Husband shall continue to occupy this property through the duration of any existing lease or until he otherwise terminates such lease with the landlord, and he shall have the sole exclusive possession of the home. Husband shall be solely responsible for any expenses, including rent, insurance, repairs, maintenance or upkeep associated with this home.

Wife occupies a rental home located at 789 Somewhere Avenue Rockford, Illinois. Wife shall continue to occupy this property through the duration of any existing lease or until she otherwise terminates such lease with the landlord, and she shall have the sole exclusive possession of the apartment. She shall be solely responsible for any expenses, including rent, insurance, repairs, maintenance or upkeep associated with this apartment.

**2. MAINTENANCE**

Each party has waived his and her rights to claim maintenance from the other, and each party shall be barred therefrom forever.

**3. RETIREMENT ASSETS**

Each party is awarded any retirement assets held in his or her name as his or her sole and separate property, free and clear of any claim by the other.

**4. VEHICLES**

Wife is awarded the 2011 Chevy Truck in her possession, free and clear of any claim by Husband. Husband is awarded the 2009 Toyota Camry in his possession as his sole and separate property, free and clear of any claim by Wife. Each party shall be solely responsible for any expenses, including insurance, repairs, maintenance or upkeep associated with the vehicle in his or her possession. Further each vehicle has an outstanding loan associated with it and secured by said vehicle. Wife shall be solely responsible for the debt associated with the 2011 Chevy Truck and shall indemnify and hold Husband harmless from same. Husband shall be solely responsible

for the debt associated with the 2009 Toyota Camry and shall indemnify and hold Wife harmless from same.

**5. BANK ACCOUNTS**

Each party shall retain any bank accounts in his or her name as his or her sole and separate property, free and clear of any claim by the other.

**6. PERSONAL PROPERTY**

The parties have divided their personal property and each shall retain any such property in his or her possession, free and clear of any claim by the other.

**7. DEBTS**

Each party shall be solely responsible for any other debts in his or her name and shall indemnify and hold the other harmless from same.

**8. ATTORNEY'S FEES**

Each party shall be solely responsible for his or her attorney's fees and costs in this matter.

**9. 2012 INCOME TAXES**

The parties shall file separate income tax returns for 2012. Any refund or amount owed shall belong to or be owed solely by the respective party filing said return.

**ARTICLE III**

**GENERAL PROVISIONS**

1. Execution of Documents. Each of the parties hereby agrees to make, execute, acknowledge and deliver, concurrently with the execution hereof, good and sufficient instruments necessary or proper to vest title and estates in the respective parties hereto, and from time to time, to make, execute, acknowledge and deliver any and all documents which may be

**SAMPLE ONLY – NOT FOR USE – CONSULT WITH AN ATTORNEY**

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necessary or proper to carry out the purposes of the Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner heretofore agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties hereby authorize and direct that a Judicial Officer of the Circuit Court of Winnebago County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but shall not be limited to, any and all realty, personal property, or beneficial interests in land trust.

2. Mutual Releases. To the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants, and each of the parties do 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 and widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, 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 marital or non-marital, whether community or separate, whether now

owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agents or servants for 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 complete defense thereto. 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 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 herein contained shall operate or be construed as a waiver or relapse by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

3. Waiver of Estate Claim. That each of the 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 right to inherit by intestate succession or 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 right 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 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 in his or her

respective property in any way he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

4. Incorporate – Non-Merger. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated by reference in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any judgment for dissolution of marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such judgment of dissolution of marriage. The parties further agree not to publish or disclose the terms hereof without the clear necessity therefore.

5. Construction of Agreement.

a. The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

b. The captions in this Agreement are for convenience only and are not intended to limit or define the scope of effect of any provision of this Agreement.

c. Any word in the text of this Agreement shall be read as a singular or a plural and a masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties' intent.

d. The parties may only amend or modify this Agreement by a written Agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement in any manner.

e. The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties.

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

g. 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 the Wife.

h. It is hereby 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 of dissolution of marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

i. This Agreement shall become effective in the event and upon the date a judgment for dissolution of marriage is granted to the parties at any time hereafter. In the event the Court should refuse to grant a judgment for dissolution of marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

j. Both parties hereto have had the opportunity to review, take part in the drafting of, and provide input into the terms of this Agreement. In the case that any ambiguity may be found to exist in this Agreement, such ambiguity shall not be construed against the drafter of the Agreement.

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BOB ANDERSON

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JILL ANDERSON

PREPARED BY:  
ATTORNEY XYZ