

IN THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

FILED

JUN 23 2023

CLERK OF CIRCUIT COURT #19
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

IN RE THE MARRIAGE OF:)

DANIELA B.S. MCGINNIS,)

Petitioner,)

and)

KEVIN D. MCGINNIS,)

Respondent.)

Case No: 23-DC-100

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement ("Agreement"), made on this 19th day of June, 2023, is between Daniela B.S. McGinnis ("Wife") and Kevin D. McGinnis ("Husband"). By this Agreement, the parties have reached a settlement concerning the termination of their marriage, including division of marital property and financial responsibilities.

RECITALS

Whereas, the parties are now husband and wife, having been initially married on August 2, 2003, in Salvador, Brazil.

Whereas, two children were born to the parties as a result of the marriage:

Name

Dillon B. McGinnis

born in 2005

Colin B. McGinnis

born in 2006

Whereas, the parties have been living separate and apart for a period in excess of six months.

Whereas, each party stipulates and represents that they have fully disclosed to each other all marital and separate property held by each of them as well as all other matters relevant and material to their financial condition.

Whereas, each party acknowledges that he or she has received from the other a proper financial disclosure which is satisfactory to the respective party to whom it has been furnished, and each party represents that he or she has full and complete knowledge of the assets and liabilities of the other party, together with income of the other party. Both parties have had the opportunity to seek whatever professional consultation and advice with accountants, attorneys, financial planners, or other experts appropriate to allow them to make informed decisions. Each party expressly represents to the other party that they have relied upon the full and complete disclosure of the other person in entering into this Agreement.

Whereas, this Marital Settlement Agreement has not been recommended to the parties by his or her attorney. Wife acknowledges that Wife's attorney has recommended that Wife not agree to the terms of this Marital Settlement Agreement and that she could likely obtain a better outcome from a hearing or trial in this case before the Court. Wife expressly states that she understands that this Agreement is against the advice of her attorney. DBSM D.B.S.M.

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 and understanding of each and every provision contained in this Agreement. Each party acknowledges that each of them is making this Agreement as his or her own free will and volition and acknowledges that no coercion, force, pressure

or undue influence has been used against either party in the making of this Agreement either by the other party or by any other person. The parties, after carefully considering the terms of this Agreement, state that they do not regard it to be unconscionable. The parties acknowledge that each has been fully informed of the wealth, property, estate, and income of the other and that each has been fully informed of his and her respective rights.

Whereas, the parties believe that this Agreement is fair and equitable and is in their best interests. They agree to submit the Agreement to the Court and request that the Court incorporate the Agreement into their Judgment of Dissolution of Marriage.

Whereas, both parties expressly state that they understand that certain tax consequences may result from the terms of the Marital Settlement Agreement and the parties have been advised that they should consult a certified public accountant to discuss any tax consequences that may so result and that they have had sufficient opportunity to contact a certified public accountant prior to the execution of this Agreement. The parties further state that no tax advice has been received from the attorney.

Whereas, without any collusion as to the contemplated 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: maintenance, possession of the marital home, parental responsibilities, and financial responsibility for marital debts and obligations.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the

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mutual covenants, promises and undertakings of the parties, and for other good and valuable consideration, the receipt of which are jointly and separately acknowledged, it is hereby covenanted and agreed by and between the parties as follows:

I.

NON-DISCLOSURE

The parties recognize the Illinois Marriage and Dissolution of Marriage and Dissolution of Marriage Act requires a Judgment of Dissolution of Marriage to value each item of property, asset, or debt. The parties are well-versed on the value of the assets and debts of the marriage. Both parties are familiar with the totality of the assets, debts and the values of each one. Due to privacy concerns, they decline to provide values of the assets and debts and affirmatively state that the division of assets and debts is fair, reasonable, conscionable, and in the best interests of each party.

II.

MAINTENANCE

Husband will pay \$1,500.00 per month as and for maintenance. The parties agree that the maintenance will non-modifiable for a period of six (6) years. At the end of the initial six-year period of non-modifiable maintenance and every five (5) years thereafter, maintenance will be reviewable by either party based on the statutory factors and formula for maintenance in effect in Illinois. The maintenance is payable on the first day of the month directly to Wife's bank account. Both parties will keep written records of all maintenance payments. The maximum duration of maintenance will be fifteen (15) years, eight (8) months.

Husband and Wife agree that maintenance payments will terminate upon the

happening of any one or more of the following events:

- a) Death of Wife;
- b) Death of Husband;
- c) Remarriage of Wife; or
- d) Wife's cohabitation with another person on a continuing conjugal basis.

III.

REAL PROPERTY

The marital residence located at 120 Somerset Drive, Glen Carbon, Madison County, Illinois, is currently owned by both parties. The parties also own rental properties located at 514 Delevan Street, Collinsville, Madison County, Illinois; 634 Tillotson Street, Collinsville, Madison County, Illinois; 404 Bollman Avenue, Edwardsville, Madison County, Illinois; 408 Bollman Avenue, Edwardsville, Madison County, Illinois; and 3313 Country Lane Place, Granite City, Madison County, Illinois. The parties own property located at Av. Paralela, Cond. Brisas Residencial, torre Brisa do Mar, Apt. 103, Salvador, Brazil.

All of the real properties located in the United States are encumbered with debt. The marital home located at 120 Somerset Drive, Glen Carbon and all of the following rental properties are encumbered by joint debt: 514 Delevan Street, Collinsville; 634 Tillotson Street, Collinsville; 404 Bollman Avenue, Edwardsville; and 408 Bollman Avenue, Edwardsville. The real property located at 3313 Country Place Lane, Granite City is in Husband's name and the debt is in Husband's name.

Husband will pay Wife \$165,000 for her interest in the marital home within thirty (30) days from the entry of the Judgment for Dissolution of Marriage. Husband will pay

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Wife 50% of the equity of each rental property encumbered with joint debt upon the refinancing of each said property. The equity in each property will be equally divided and Wife's share shall be paid by the title company directly to Wife. At the time of refinancing, each property will be appraised by a licensed real estate appraiser. The written appraisal will be provided to Wife within seven (7) days of receipt by Husband from the appraiser. Husband shall not increase the mortgages or debts on the rental properties and shall not permit any liens to be placed upon the rental properties. Any increases in the debts or any liens on any of the real properties will be deducted from Husband's portion of the equity in each real property.

Husband is awarded the property located at 3313 Country Place Lane, Granite City, Illinois, free and clear of any interest by the Wife. Wife is awarded the property located at Av, Paralela, Cond. Brisas Residencial, torre Brisa do Mar, Apt. 103, Salvador, Brazil, free and clear of any interest of the Husband. Husband will sign any Quit Claim Deed or equivalent Brazilian document to transfer ownership to Wife within fourteen (14) days of being presented with the property transfer document that is acceptable in Brazil from the Wife or her designated representative.

Husband will have thirty-six (36) months to re-finance all of the joint debts on all properties into his own name and remove Wife from all liability on the joint debts. Upon re-financing the joint debt on any individual property, Wife will sign a Quit Claim Deed at the closing to refinance each said re-financed property. So long as Wife remains liable on real estate joint debt, she will remain listed as the joint owner of each piece of real property. Should Husband be unable to re-finance the joint debt on any piece of real property within thirty-six (36) months, the properties that have not been re-financed will

be listed for sale with a licensed real estate agent within thirty-seven (37) months from the date entry of the Judgment for Dissolution of Marriage.

Husband will be solely responsible for payment of all expenses and debts associated with all of the properties located in the United States, including mortgages, insurance, real estate taxes, repairs, maintenance, and all other expenses, and shall hold Wife harmless on all such expenses and debts. Husband has an affirmative duty to keep the properties maintained with regular maintenance and upkeep, so that the values of the properties are not diminished or decreased. Wife will be solely responsible for payment of all expenses and debts associated with the property located in Brazil, including taxes, repairs, maintenance and all other expenses, and shall hold Husband harmless on all such expenses.

Should Husband be late with any mortgage payment more than five (5) days after the due date of each said mortgage payment, the marital property and all rental properties will immediately be re-financed into Husband's sole name within ninety (90) days of the original due date of the mortgage payment that was paid late on the marital or any of the rental properties. In the event, Husband cannot re-finance all of the properties into his sole name within ninety (90) days of the due date of the mortgage that was paid late, all properties will immediately be listed for sale with a licensed real estate agent.

If Husband or Wife hires an attorney to enforce any of the provisions of this real estate section in the Marital Settlement Agreement, including, but not limited to the sale of any of the real properties, Husband or Wife will be reimbursed for any and all legal and attorney's fees incurred. If Wife incurs attorney's fees and costs, her attorney's

fees and costs will be reimbursed directly to her from the proceeds from the sale of each property directly from the title company at closing.

IV.

PERSONAL PROPERTY AND AUTOMOBILES

Each party is awarded as his or her sole and exclusive possession those items of personal property currently in his or her possession without right, title or interest by the other party. The parties agree to equitably divide all marital property in a manner satisfactory to each of them and do not wish to list such division in this Agreement.

Wife is awarded and will have possession of the 2021 Toyota Rav 4, as her sole and exclusive personal property without right, title or interest by Husband and shall assume, indemnify and hold Husband harmless on any indebtedness thereon.

Husband is awarded and will have possession of the 2013 Chevrolet Silverado, as his sole and exclusive personal property without right, title or interest by Wife and shall assume, indemnify and hold Wife harmless on any indebtedness thereon.

The parties also own a 2015 Nissan Sentra and 2018 Honda Civic that are currently driven by the two children. The cars shall continue to be titled in Husband's name and he will continue to pay the car insurance on the cars and for the two children until each child has reached age 23 years old.

The parties will close the joint account and equally split the money in the account at Busey Bank. Wife is awarded her Busey bank account ending 3201 and her Bank of Brazil account. Husband is awarded his Busey bank account ending 4201, his First Community bank account ending 3542, his health savings account, and his Popular Direct account.

V.

BUSINESS INTERESTS

The parties own an interest in Amber Lakes Apartments, LP, which is an apartment complex in Florida. Husband is awarded the interest in the property free and clear of any claim by the Wife. However, due to the investment of the children's funds in the business interest, Husband shall be required to designate the children as the joint owners of the business interest in his estate planning documents should he die before disposing of his business interest.

VI.

MARITAL DEBTS

The Husband shall pay the following debts and shall indemnify and hold Wife harmless therefrom:

- a) All mortgages on all real properties, including marital home and all rental properties;
- b) Any debts he incurred after the date of separation.

The Wife shall pay the following debts and shall indemnify and hold Husband harmless therefrom:

- a) Any debts she incurred after the date of separation.

The parties stipulate that there is no existing marital debt other than what is specifically provided for in this Agreement. Relative to any credit cards and charge accounts owned individually by the parties or jointly, the parties shall incur no charges hereafter on any charge account or credit card account which is solely in the other

party's name or ordered payable by the other party, shall immediately deliver to the party all credit cards and/or credit card numbers which are solely in the other party's name, shall immediately destroy all credit cards which are jointly used in the names of both parties, shall pay and discharge on demand any charges made subsequent hereto by a party on any account in the other party's name; and shall indemnify, save and hold harmless the other party from any losses occurring by one party's use subsequent hereto of any charge account or credit card account solely or jointly in the other party's name.

VI.

RETIREMENT ACCOUNTS

Petitioner/Wife has the following retirement account: The Boeing Company 401(k) Retirement Plan and the Boeing Stock Plan (RSU). Respondent/Husband has the following retirement accounts: TD Ameritrade IRA account and Nicholas Funds IRA account. Wife is awarded her Boeing Company 401(k) Retirement Plan, her Boeing Stock Plan (RSU), and \$200,000 from Husband's TD Ameritrade IRA Account as of the date of entry of the Judgment for Dissolution of Marriage. Wife will set up an IRA account and her portion of Husband's TD Ameritrade IRA will be transferred from Husband's IRA account to Wife's IRA account within thirty (30) days after the Judgment of Dissolution of Marriage. Husband will cooperate to ensure that the funds are transferred within thirty (30) days. Husband is awarded the remaining balance of his TD Ameritrade IRA Account and his Nicholas Funds IRA account.

Each party shall have the sole right, title and interest in the profit sharing plan,

pension, or other retirement savings including, but not limited to, past, present and future contributions, profits, income, interest and principal and interest, whether contributed by the employee or employer or both and whether unvested, partially vested, or fully vested, free and clear of any and all claims from the other party. Each party expressly waives any interest in or right to participate, either directly or indirectly, in the profit sharing plan, pension or other retirement plan of the other party.

VII.

INVESTMENT ACCOUNTS

Respondent/Husband has the following investment accounts: Tastyworks account and TD Ameritrade account. Husband is awarded his Tastyworks account and TD Ameritrade account free and clear of any interest of the Wife.

VIII.

LIFE INSURANCE

Petitioner/Wife has a life insurance policy through her employer.

Respondent/Husband has the following life insurance policies: Country Financial term policy with a benefit of \$500,000 and Country Financial whole life policy. Husband had a life insurance policy with North American Universal Life with a cash value of approximately \$169,040. Husband cashed out his North American Universal Life policy.

Wife is awarded \$75,000 from the cash value of the North American Universal Life policy. Husband will pay \$75,000 to Wife within thirty (30) days of entry of the Judgment of Dissolution of Marriage.

Respondent/Husband is ordered to name Petitioner/Wife as the irrevocable

plenary beneficiary of his Country Financial term life insurance policy.

Respondent/Husband shall provide written documentation of the beneficiary designation annually to the Petitioner/Wife or upon request of Petitioner/Wife. Respondent/Husband is awarded his Country Financial whole life policy and any cash values associated with that policy, free and clear of any interest of the Petitioner/Wife

Husband shall not reduce or diminish the value of the term life insurance policy.

Should Husband not be in compliance with this provision for life insurance, the Wife shall have a lien against the Husband's estate and proceeds from the life insurance policy for the full amount of the life insurance that would have been payable to her if said insurance had been in force with the correct beneficiary designation.

Husband and Wife explicitly agree that the statutory provisions in Illinois that provides for automatic revocation of a beneficiary form naming the spouse shall not apply. Additionally, Husband shall re-designate the Wife as the beneficiary of his term life insurance policy subsequent to the entry of the Judgment of Dissolution of Marriage.

IX.

CHILDREN

A. Parenting Responsibilities.

The parents have entered into an Agreed Parenting Plan and Allocation Judgement, which is incorporated into this document.

B. Child Support.

Both parents recognize their mutual obligations to contribute to the support of the minor children. Neither parent will pay the other parent child support based on the parenting time schedule. Both parents acknowledge that non-routine expenses will be

equally shared. Non-routine expenses would include school registration, books, pictures and fees, expenses related to extracurricular activities and lessons, summer camps, special occasions (graduation, confirmation, prom, or similar events) and significant clothing expenditures (beginning of school, winter coats, etc.) Husband will pay for the children's car insurance, cell phones, and cell phone plans until each child reaches age 23.

The parties agree that they will exchange information and expenses for the children at the end of each month and the parent having paid less expenses during the month will true up with the parent who had the greater share of the expenses for the month.

C. College Costs.

The parents agree that college costs are an important obligation that is in their children's best interests, and they desire to assist their children with their college costs in obtaining a four-year undergraduate education.

In the event the issue of a child's college costs should arise in the future, the parents shall attempt to negotiate an agreement with regard to contribution to college costs in good faith. Husband and Wife recognize their mutual obligation for the education of their children and agree to pay for such post-high school education according to their abilities and means, as agreed upon between them, or as ordered by the court. In the event that the parties cannot reach an agreement, they agree to mediate their differences prior to seeking any legal remedies.

D. Health Insurance.

So long as insurance is available through Wife's employer, Wife will provide

health, dental and vision insurance for the children. In the event that Wife no longer has dependent health, dental and vision coverage available, Husband will provide the health, dental and vision insurance for the children. The parties agree that their children will remain on insurance coverage for so long as they are eligible to be covered under the plans, but at least until their children have each reached age 23. Should either parent have a flexible spending account or health savings account, as defined by the Internal Revenue Service, the parties agree to cooperate in maximizing the benefits and reimbursements from the accounts.

The parents will equally share any and all uninsured health and dental expenses, including, but not limited to health, dental, optical, orthodontia, pharmaceutical, and any and all other uninsured health or dental expenses for their children up to age 23 for each child. The parent incurring said expense shall provide the other parent with a paid receipt within thirty (30) days of incurring said expense. The other parent shall reimburse the parent incurring said expense within thirty (30) days of receiving a paid receipt. To the extent possible, each parent shall use a network provider except in the case of emergencies.

The parents agree to provide each other with the necessary insurance cards and other necessary information to utilize the insurance.

E. Tax Exemptions.

Husband and Wife shall each claim one of the children of the parties as a dependent exemption. Father will claim Dillon and Mother will claim Colin. When there is only one child that is eligible to be claimed as a dependent, the parties shall take said child as a dependent exemption in alternating years.

F. Extra-curricular Activities.

Both parents will equally share all extracurricular activities for their children. Both parents will provide the children with transportation to all extracurricular activities that occur during his or her parenting time.

The parent incurring said expense shall provide the other parent with a paid receipt within thirty (30) days of incurring said expense. The other parent shall reimburse the parent incurring said expense within thirty (30) days of receiving a paid receipt.

XI.

TAXES

The parties have executed joint federal and state income tax returns during their marriage, up through and including tax year 2022. Husband will be responsible for paying all tax debts and will be entitled to all tax refunds for tax year 2022. Husband affirmatively states all tax debts and liabilities for tax year 2022 have been paid in full. Any future stimulus payments either or both parties receive as a result of any prior jointly filed tax returns shall be equally divided. Regarding the joint tax returns filed by the parties, the parties agree as follows:

Each party represents and warrants to the other that he or she has paid all income taxes, state and federal, on all joint returns filed by the parties. If additional liability is determined as a result of joint tax returns file by the parties or amendments thereto, the parties will each pay said liability and any interest and penalties, in an amount equal to his or her proportionate share of the parties' combined income for the year in question, except

as otherwise set forth below. Any additional refunds shall also be divided by the parties in proportion to his or her income for the year in question.

Each party represents and warrants to the other that he or she has previously furnished to the other all information relating to his or her income and deductible expenses for all years for which the parties have filed joint tax returns. Each party also agrees, at the other's request, to furnish him or her with all records of income and deductions, for any tax year in which the parties have filed a joint tax return.

Both parties agree that should it become necessary to file amendments to any returns for the years in which the parties have filed joint returns, they will fully cooperate with each other in that regard, including providing necessary documentation, authorizing third parties to represent them in connection with preparing amended returns or any related controversy, executing such amended returns and providing the other with copies of all amended returns filed.

Each party agrees to fully indemnify and hold the other harmless for any liability, tax deficiency, penalty or interest, together with any accounting fees and attorney's fees expended in the defense of any claimed tax deficiency or other claims by the taxing bodies resulting from the filing of said tax returns, by reason of any information set forth on said return which is attributable to the income or deductions based on information furnished by him or her on said returns.

The parties agree that the division and transfers of property comprehended and made by this Agreement are made incident to the divorce of the parties. No gain or loss shall be recognized in connection with the transfer of property or money provided by this Agreement. The tax basis attributable to all property affected by this Agreement shall

be the tax basis which the property had prior to the divorce. Neither party will prepare subsequent separate State or Federal income tax returns or represent a position inconsistent with this paragraph. The party receiving any property hereunder shall be responsible for any tax liability associated therewith and shall hold the other party harmless from any and all such tax liability including but not limited to real estate tax, interest and penalties.

XII.

GENERAL PROVISIONS

1. Neither of the parties shall interfere with the business or employment activities of the other party, or with the use, enjoyment, ownership or disposition of any property presently owned or hereafter acquired by the other.
2. Each party agrees to execute and acknowledge good and sufficient instruments necessary or proper to divest titles in estates of the respective parties hereto, and to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement. If either party fails to make, execute or deliver a document necessary to transfer his or her interest in any property as provided herein, after thirty (30) days of being presented with same, this Agreement shall constitute a limited appointment of the other party as his or her attorney-in-fact for the explicit purpose of making, executing and delivering any and all necessary documents to effectuate the transfers herein.
3. The terms of this Agreement, except as to matters involving the children, shall not be subject to subsequent modification or change except by mutual consent of

the parties.

4. The provisions of this Agreement contain the entire understanding of the parties and disposition of all the marital property of the parties.

5. The term "hold harmless" or "indemnify" as used in this Agreement shall include the obligation of the obligor, or the party indemnifying, to pay for reasonable attorney's fees and expenses in investigating or defending against the claim for potential or actual loss to which the hold harmless or indemnification applies.

6. 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 a Judgment of Dissolution of Marriage is entered in the said pending cause of action. However, if no Judgment of Dissolution of Marriage is entered, this Agreement shall be void and of no legal effect.

7. Neither Husband nor Wife, may hereinafter incur any debts, or obligations upon the credit of the other, and shall indemnify, defend and hold the other absolutely harmless from any debt or obligation so charged or otherwise incurred.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written above.

06.19.23
Date

Daniela B.S. McGinnis
Daniela B.S. McGinnis, Wife

6/19/23
Date

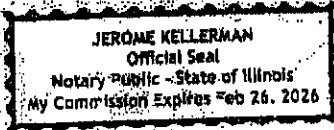
Kevin McGinnis
Kevin D. McGinnis, Husband

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

ss.

Before me, a Notary Public, in and for the County and State aforesaid, did personally appear **Daniela B.S. McGinnis** personally known to me to be the same person who executed this Marital Settlement Agreement; and that she acknowledged that she executed and delivered the Marital Settlement Agreement as her free and voluntary act and deed for the uses and purposes therein set forth.

Dated this 19 day of June, 2023.





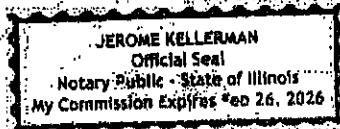
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF MADISON)

ss.

Before me, a Notary Public, in and for the County and State aforesaid, did personally appear **Kevin D. McGinnis** personally known to me to be the same person who executed this Marital Settlement Agreement; and that he acknowledged that he executed and delivered the Marital Settlement Agreement as his free and voluntary act and deed for the uses and purposes therein set forth.

Dated this 19 day of June, 2023.





Notary Public