**PREMARITAL AGREEMENT**

THIS PREMARITAL AGREEMENT MADE ON THIS THE 18TH day of July, 2020

**BETWEEN:**

Katie Adobe

Of Chicago, Il

**AND**

Tom Ship

Of Chicago, Il

**BACKGROUND**

1. This Agreement is made between Katie Adobe and Tom Ship (collectively the “Parties” and individually a “Party”) who are contemplating marriage to each other.
2. The Parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Illinois, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Illinois
3. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.
4. The Parties recognize the possibility of unhappy differences that may arise between them.
5. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily waive any other rights to disclosure of property or financial obligations of each other beyond the disclosure provided.
6. Each Party agrees and affirms that:
7. The Parties did execute the Agreement voluntarily;
8. This Agreement was not unconscionable when it was executed;
9. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;
10. They have, or reasonably could have had, an adequate knowledge of property or financial obligations of the other Party; and
11. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.

J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE, in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

**PROPERTY**

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon death of a Party.
2. All jointly acquired or jointly held property acquired throughout the marriage will remain the property of and be owned by both Parties and will be treated as shared property.
3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the “Separate Property”) except where:
   1. It is Shared Property; or
   2. There is proof of shared legal ownership.
4. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.

**PERSONAL INCOME**

1. The Parties acknowledge that this Agreement will govern any determination of personal income acquired by the Party in the event of the Parties separating.
2. All personal income earned by the personal Party will belong to the individual Party that earned the income.
3. Except as otherwise provided in this Agreement, all income will be treated as income owned solely by either one of the Parties (the “separate income”) except where:
   1. It is Shared Income
   2. There is proof of shared income

**DEBTS**

1. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party.
2. All jointly acquired or jointly held debts acquired throughout the marriage will remain the debts of and be owned by both Parties and will be treated as shared debts
3. Except as provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties except where:
   1. It is Shared Debt; or
   2. There is proof of shared legal responsibility.

**MATRIMONIAL PROPERTY RELEASE**

1. The Parties agree that they are aware of the equitable distribution laws of the State of Illinois, and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, owned by both of them, and the Parties further agree that it is their desire and intent by the term of this Agreement to contract out of the equitable distribution laws of the State of Illinois, and to make a full and final statement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

**SUPPORT**

1. In the event that there is a separation of the Parties, there will be no support awarded from either of the Parties involved, unless there are children born during the marriage. If that is the case, the non-custodial parent will pay child support for any and all minor children.
2. The Parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, the breakdown of their relationship, or otherwise. No such changes will give either Party the right to seek additional support under any legislation, Federal or State. It is understood by each Party that this Agreement represents a final disposition of all maintenance and support issues between them.

**GOVERNING LAW**

1. The laws of the State of Illinois will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties.
2. Illinois Uniform Premarital Agreement Act (750 ILCS 10/1, et. Seq.)
3. Disposition of property and debts (750 ILCS 5/503)

**TERMINATION OR AMENDMENT**

1. This Agreement may only be terminated or amended by the Parties in writing and signed by both of them in front of a Notary Public.

**SIGNED, SEALED, AND DELIVERED**

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KATIE ADOBE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOM SHIP

Amanda Montes B00548316

*Reference:* [*www.lawdepot.com*](http://www.lawdepot.com)

**MARITAL SETTLEMENT & CUSTODY AGREEMENT**

This Agreement is made in connection with an action for dissolution to be filed between TOM SHIP, referred to as “Husband” and as “Father” herein, and KATIE ADOBE, referred to as “Wife” and as “Mother” herein, who agree as follows:

**WHEREAS,** the parties hereto were married to each other on or about, June 28, 2013, in Paris, France;

**WHEREAS,** the following children involved in this action have been born to or adopted by the parties:

**NAME DATE OF BIRTH**

Sumee Ship October 12, 2014

**WHEREAS,** no other children were adopted, and none are expected;

**WHEREAS,** Husband expects to file a petition for dissolution of marriage, and this Agreement is intended to be introduced into the record of such action, to be incorporated in a Final Judgment entered therein;

**WHEREAS,** the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS,** the parties wish to settle between themselves, their respective rights, duties, and obligations regarding property, liabilities, and children;

**NOW, THEREFORE,** in consideration of the mutual covenants, promises and undertakings set forth herein, the parties will hereby agree as follows:

**ARTICLE I**

**PARENTAL RESPONSIBILITY**

* 1. Each party recognizes the deep-down love, devotion, and dedication of the other to the children. Each party also recognizes that the other has the right to participate in major matters relating to the education, health, and upbringing of the children.
  2. Father shall have full custody of the minor child, while the Mother has partial custody
  3. Father and Mother shall retain full parental rights with respect to the minor child(ren)
  4. The primary physical residence of the child(ren) shall be in the home of the Father, and the secondary physical residence of the child(ren) shall be in the home of the Mother.
  5. Father shall consult with Mother and reasonably cooperate with Mother’s input regarding the following general areas: (a) education; (b) medical, dental, and surgical treatment; (c) psychological or psychiatric evaluation or treatments; and (d) moral and religious training.
  6. The Mother shall have the following specific rights and/or duties with respect to the child(ren):

1. The right to receive information from the other parent concerning the health, education, and welfare of the child(ren);
2. The right to attend school activities
3. The right to consent for the child(ren) to medical, dental, and surgical treatment only during an emergency that involves immediate danger to the health and safety of the child(ren)

**ARTICLE II**

**PARENTING SCHEDULE**

2.1 Father will retain full custody of the child(ren) and will be the primary caregiver. The Mother will be allowed visitation with the child(ren) on every other weekend beginning with the child(ren) being dropped off at the Mother’s house by the Father on Friday at 5pm and ending with the child(ren) being dropped off at the Father’s house by the Mother at 5pm on the following Sunday.

**ARTICLE III**

**CHILD SUPPORT AND HEALTH CARE COVERAGE**

**Child Support**

3.1 There shall be no child support paid to either party, as both parties agree that they are ready and capable of providing for the child(ren) without any spousal support;

**Health Care Coverage**

3.2 For as long as the Father has sole custody and therefore has a legal duty to support the child(ren) who are subject of the agreement, or until further order of the court, Father shall provide health care coverage for the child(ren) through comparable group insurance available to Father.

3.3 For as long as the Father has sole custody and therefore has a legal duty to support the child(ren) who are the subject of this agreement, or until further order of the Court, Father shall provide dental care coverage for the child(ren) through comparable group dental insurance available to Father.

3.4 The Wife is currently covered under the Husband’s group insurance policy as part of his employment benefits. The Husband shall continue to maintain health insurance coverage through the date of the dissolution of marriage. The Wife shall be responsible for her own insurance coverage after the divorce decree is entered.

**ARTICLE IV**

**REAL ESTATE**

**The Marital Home**

4.1 There exists certain real property in which one of both parties may claim an interest, herein referred to as the “Marital Home”, located at 123 Cicero Ave, Chicago, Il 60601.

4.2 The Husband shall wholly own the Marital Home, as this is the home the child(ren) have consistently resided.

4.3 The Wife shall remain in the Marital Home until twenty-one (21) days after the Court’s approval of the Agreement

**Vacation Home 1**

4.4 There exists certain real property in which one or both parties may claim an interest, herein referred to as the “Vacation Home 1”, located at 123 Imagination Lane, Beverly Hills, Ca, 90210.

4.5 The Wife shall wholly own the Vacation Home 1.

**Vacation Home 2**

4.6 There exists certain real property in which one or both parties may claim an interest, herein referred to as the “Vacation Home 2”, located at 123 Park Ave, New York, NY 12345.

4.7 Husband and Wife shall sell Vacation Home 2

4.8 All proceeds from the sale of Vacation Home 2 shall be divided equally between Husband and Wife

TOM SHIP

KATIE ADOBE

Pursuant to *750 ILCS 5/401(b)* Judgment shall not be entered unless, to the extent it has jurisdiction to do so, the court has considered, approved, reserved or made provision for the allocation of parental responsibilities, the support of any child of the marriage entitled to support, the maintenance of either spouse and the disposition of property.  The court shall enter a judgment for dissolution that reserves any of these issues either upon (i) agreement of the parties, or (ii) motion of either party and a finding by the court that appropriate circumstances exist.

# The Illinois Marriage and Dissolution of Marriage Act encourages the amicable settlement of disputes between parties seeking to dissolve their marriage. To this end, the Act permits the parties to enter into a written or oral agreement containing provisions for the disposition of property, the maintenance of either spouse, and the support, custody, and visitation of the parties' children, Agreements regarding the disposition of property and maintenance are binding upon the court unless they are found to be unconscionable, However, a court is not bound by agreements relating to the support, visitation, and custody of the children. ILCS 750 5/502(a) and ILCS 750 5/502(b) *[CaselawPositive](https://advance.lexis.com/document/?pdmfid=1000516&crid=0ceefa92-9c2f-4d37-bcc2-8a3f2a842db1&pddocfullpath=%2Fshared%2Fdocument%2Fcases%2Furn%3AcontentItem%3A4GFN-JC80-0039-41HF-00000-00&pdcontentcomponentid=6658&pdshepid=urn%3AcontentItem%3A7XWN-VFG1-2NSD-N404-00000-00&pdteaserkey=sr0&pditab=allpods&ecomp=gxdsk&earg=sr0&prid=60f5a35a-8573-4624-944f-e9a1dff52cfb)In re Marriage of Hightower, 358 Ill. App. 3d 165*