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2012 IL App (4th) 110470-U

Filed 1/4/12

NO. 4-11-0470

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

In re: the Marriage of,)	Appeal from
ANNETTE M. AGRALL)	Circuit Court of
Petitioner-Appellee,)	Sangamon County
and)	No. 06D224
JEFFREY R. AGRALL,)	
Respondent-Appellant.)	Honorable
)	John E. Childress,
)	Judge Presiding.

JUSTICE APPLETON delivered the judgment of the court.
Justices Steigmann and McCullough concurred in the judgment.

ORDER

- ¶ 1 *Held:* (1) The trial court did not abuse its discretion by awarding the ex-wife rehabilitative maintenance of \$604.15 per month for 60 months.
- ¶ 2 (2) The trial court did not abuse its discretion in awarding the ex-wife \$64,990.50 as an equalized distribution of the marital estate.
- ¶ 3 (3) The trial court properly characterized, and divided accordingly, marital property which the ex-husband claimed to be his nonmarital property.
- ¶ 4 Following a hearing conducted between December 2009 and February 2010, the trial court entered an order dissolving the marriage of petitioner, Annette M. Agrall, and respondent, Jeffrey A. Agrall. On December 15, 2010, the trial court entered a final judgment of dissolution of marriage and modified that judgment by docket entry on April 19, 2011. The judgement and its modification, in pertinent part, included the following: (1) Jeffrey was ordered to pay Annette \$604.15 per month rehabilitative maintenance for 60

months; (2) Jeffrey was ordered to pay Annette \$64,990.50 as an equalized distribution of the marital estate; and (3) Jeffrey's request for an award of property he claimed to be nonmarital was denied.

¶ 5 Jeffrey appeals, arguing the trial court (1) abused its discretion in awarding Annette rehabilitative maintenance; (2) abused its discretion in awarding Annette \$64,990.50 as an equalized distribution of the marital estate; and (3) did not have authority to award Jeffrey's nonmarital personal property to Annette. We affirm.

¶ 6 I. BACKGROUND

¶ 7 On November 9, 1984, Jeffrey and Annette were married. During their marriage, they had three children, Erica Agrall (born May 9, 1987), Jeffrey P. Agrall (J.P.) (born November 13, 1990), and Andrea Agrall (born December 7, 1993). On March 22, 2006, Annette filed a petition for dissolution of marriage. On August 11, 2006, the trial court entered a temporary order that required Jeffrey to pay the mortgage of \$318.81 per month, real estate taxes, homeowner's insurance, utilities, and automobile insurance, as well as provide health insurance coverage and pay uninsured health-care costs. Annette, J.P., and Andrea remained in the marital residence.

¶ 8 On September 23, 2010, the trial court issued an opinion distributing the marital estate, setting child support, designating postsecondary educational support, awarding maintenance, and awarding attorney fees. On December 15, 2010, the trial court issued a final judgment of dissolution of marriage. In the September 2010 opinion, the trial court awarded Annette the following: her 2008 tax refund, the marital residence, the Pontiac Montana van, the life insurance policy in her name, her pension, her checking account and

savings account, the \$1,000 savings bond, a property equalization of \$70,533.84, child support of \$526.05 per month, rehabilitative maintenance of \$604.15 per month for 60 months, and \$7,500 attorney fees. Annette was charged with the Heartland Credit Union debt of \$5,543.34 and one-half of J.P.'s college expenses.

¶ 9 Jeffrey was awarded the GMC truck, all life insurance policies in his name, Country insurance proceeds, his retirement, the grain storage, certificates of deposit, farm equipment, his checking account, his 2008 federal and state tax refunds, his payroll check, the grain truck, and the Culver elevator truck. Jeffrey was charged with the following debts: the remaining mortgage on the marital residence and one-half of J.P.'s college expenses. Jeffrey was also ordered to pay a property equalization of \$70,533.84, child support in the amount of \$526.05 per month, rehabilitative maintenance of \$604.15 per month for 60 months, and \$7,500 of Annette's attorney fees.

¶ 10 The September 2010 opinion also charged "petitioner" (Annette) with the following debts: the Athens truck debt, the Athens van debt, the Discover debt, the GM credit card debt, the Sears debt, the JC Penny debt, the Kohl's debt, the debt associated with the Babies R Us credit card, the Sallie Mae debt, and the US Bank debt. This debt was also assigned to Annette, by name, in the December 2010 final judgement of dissolution of marriage. However, it was later discovered that "petitioner," as marked in the September 2010 opinion, was a typographical error. This error was later corrected to show these debts were charged to Jeffrey.

¶ 11 On January 18, 2011, Jeffrey filed a motion to reconsider asking the trial court to reconsider its maintenance order and deny maintenance. Jeffrey also alleged the

court erred in its assessment of certain marital property. He asserted \$70,533.84 did not equalize the marital estate and asked the trial court to reconsider its ruling. Further, Jeffrey requested that he be awarded additional items of personal property awarded to Annette in the September 2010 opinion. Annette responded, bringing the typographical error in the opinion to the court's attention. Annette agreed with Jeffrey that the equalization distribution was incorrect, but to her detriment, not Jeffrey's. On April 19, 2011, the trial court issued a postjudgment order. The docket entry corrected the error in the September 2010 opinion, stating

"[p]age 4, line 18 of the [c]ourt's opinion is amended changing the word 'Petitioner' to 'Respondent'. Page 6, line 8 of the [c]ourt's opinion is amended changing the word 'Respondent' to 'Petitioner'. Payments made by petitioner on outstanding credit card bills clarified by this order shall be repaid by Respondent within 90 days."

¶ 12 This left Annette with two debts, as assigned in the original opinion—the Heartland Credit Union debt of \$5,543.34 and one half of J.P's college expenses. All other debts were assigned to Jeffrey. The trial court also reduced the equalization distribution from \$70,533.84 to \$64,990.50 and denied Jeffrey's request for modification of maintenance. Finally, Annette was ordered to return property previously awarded to Jeffrey within 90 days.

¶ 13 The April 19, 2011, postjudgment order was a handwritten docket entry, which was typed, filed, and mailed to the parties' attorneys on May 17, 2011. On June 3, 2011, Jeffrey filed a notice of appeal asking this court to reverse the trial court's April 19,

2011, order. Jeffrey argues (1) the trial court abused its discretion in awarding Annette rehabilitative maintenance; (2) the trial court abused its discretion in awarding Annette \$64,990.50 as an equalized distribution of the marital estate; and (3) the trial court did not have authority to award Jeffrey's nonmarital personal property to Annette. We affirm.

¶ 14

II. ANALYSIS

¶ 15

A. Rehabilitative Maintenance

¶ 16

The first issue presented for appeal is the trial court's award of rehabilitative maintenance to Annette. Jeffrey argues the trial court abused its discretion in awarding rehabilitative maintenance because (1) Annette was awarded sufficient marital property to obviate the need for rehabilitative maintenance; (2) the standard of living established during the marriage does not support an award of rehabilitative maintenance; and (3) Jeffrey's financial support of Annette under the temporary order of August 11, 2006, satisfied the purpose of rehabilitative maintenance. We disagree and affirm the award of rehabilitative maintenance.

¶ 17

The Illinois Marriage and Dissolution of Marriage Act (Dissolution Act) (750 ILCS 5/504(a) (West 2010)) requires the trial court to consider the factors outlined in section 504 in making an award of maintenance. "An award of maintenance is within the sound discretion of the trial court and will not be disturbed on appeal unless its an abuse of discretion or is against the manifest weight of the evidence." *In re Marriage of Lees*, 224 Ill. App. 3d 691, 694, 587 N.E.2d 17, 20 (1992). An abuse of discretion occurs only when no reasonable person would adopt the position of the trial court. *In re Marriage of Abrell*, 386 Ill. App. 3d 718, 731-32, 898 N.E.2d 1163, 1174 (2008).

¶ 18 Based upon the record, we conclude the trial court properly considered the factors outlined in section 504. We conclude (1) Annette was not awarded substantial marital property to obviate her need for maintenance; (2) the standard of living enjoyed during the marriage did support an award of maintenance; and (3) the temporary order of support did not satisfy the purpose of rehabilitative maintenance. For the reasons stated, we find the trial court did not abuse its discretion in awarding Annette rehabilitative maintenance.

¶ 19 1. *Annette's Award of Marital Property*

¶ 20 One factor, amongst many, to be considered in determining an award of maintenance is the amount of marital and nonmarital property assigned to the party seeking maintenance. See 750 ILCS 5/504(a)(1) (West 2010). The trial court must consider all the factors listed in section 504 but is not required to afford each factor equal weight so long as a reasonable balance is struck. *In re Marriage of Nord*, 402 Ill. App. 3d 288, 293, 932 N.E.2d 543, 548 (2010).

¶ 21 Jeffrey argues that Annette was awarded sufficient marital property to obviate the need for maintenance. Jeffrey alleges no reasonable person could find that Annette is unable to support herself with the property she has received. Annette was awarded her bank account (\$143.34); her savings account (\$5); her life insurance policy (\$2,679.23); her pension (\$2,679.23); her 2008 tax refund (\$2,717.00); her van (\$5,700.00); a \$1,000 savings bond; and the marital residence with an equity of \$72,500.12. In support of his argument, Jeffrey cites *In re Marriage of Bratcher*, 383 Ill. App. 3d 388, 890 N.E.2d 1232 (2008).

¶ 22 In *Bratcher*, this court reversed the decision of the trial court which awarded

the ex-wife \$12,500 a month in maintenance where the ex-wife was given commercial property producing an income stream of almost \$100,000 a year, in addition to a lump sum payment of \$876,759. *Bratcher*, 383 Ill. App. 3d at 389-92, 890 N.E.2d at 1234-36. We found that it was not necessary to equalize the income of the parties in order to allow them to carry on the standard of living enjoyed during the marriage. *Bratcher*, 383 Ill. App. 3d at 392, 890 N.E.2d at 1235. Maintenance was not warranted as there were sufficient assets to make a substantial award to the ex-wife, and the lump-sum distribution eliminated any inequality between the ex-husband and ex-wife. *Bratcher*, 383 Ill. App. 3d at 392, 890 N.E.2d at 1235-36.

¶ 23 Unlike *Bratcher*, Annette was not awarded any income-producing property. The largest asset Annette was awarded was the marital home, having an equity of \$72,500.¹² Jeffrey, however, was awarded substantial income-producing assets, such as the farm equipment valued at \$136,900 and the grain in storage valued at \$131,428.50. Annette should not be required to sell her only significant asset to maintain herself in the manner established during the marriage when Jeffrey has sufficient income to meet his own needs while paying Annette monthly maintenance. *In re Marriage of Mayhall*, 311 Ill. App. 3d 765, 768, 725 N.E.2d 22, 25 (2000). Selling Annette's only major asset would be further complicated by her custody of the parties' minor child, Andrea, who continues to reside with Annette in the marital home. We do not find Annette was awarded substantial marital property to obviate her need for maintenance.

¶ 24 2. *Standard of Living Supports Award of Maintenance*

¶ 25 Jeffrey next argues that the standard of living established during the marriage

does not support an award of maintenance. Again, the standard of living established during the marriage is only one factor to be considered amongst several. See 750 ILCS 5/504(a) (West 2010). The goal of maintenance is to allow a dependent spouse to become self-supporting after the dissolution of marriage. *Abrell*, 386 Ill. App. 3d at 733, 898 N.E. 2d at 1175. We have found that self-supporting goes beyond meeting minimum requirements. *Abrell*, 386 Ill. App. 3d at 733, 898 N.E. 2d at 1175. Rather, it means " 'the ability to earn an income which will provide a standard of living similar to that enjoyed during the marriage.' " *Abrell*, 386 Ill. App. 3d at 733, 898 N.E. 2d at 1175 (quoting *In re Marriage of Sisul*, 234 Ill. App. 3d 1038, 1039-40, 600 N.E.2d 86, 88 (1992)).

¶ 26 During a marriage that lasted over 20 years, Annette was mostly a stay-at-home wife and mother. Annette testified that she stayed home to prepare the children for school and help them with homework, to prepare meals for her family and Jeffrey's workers, and to clean the marital home. She also testified that she worked part-time as a babysitter and volunteered at the school. Annette did not begin working on a more permanent basis until 1998, the fourteenth year of her marriage. Even then, Annette was only working 15 hours a week at a preschool, making approximately \$150 a week.

¶ 27 When Annette and Jeffrey separated in 2006, Annette's position at the preschool only paid \$3,850 annual income. Annette testified that Jeffrey closed all bank accounts and she had one Sears card and one Discover card in her name to cover expenses above and beyond the minimal salary she was earning. Following the separation, Annette took a second job, an administrative position with the state police, which only lasted a year. From this position, Annette earned \$8,531.32. In 2007, Annette took a receptionist position

with Sangamon County, was later promoted to secretary, and earned \$20,204. However, Annette is currently working a part-time position at a retail establishment in addition to her full-time position with the county. Annette testified she has to work a second job "to make ends meet" because she has been living "paycheck to paycheck."

¶ 28 Jeffrey argues that testimony from both parties indicated Annette and Jeffrey lived a modest lifestyle during their marriage. Jeffrey also argues that at the time of dissolution Annette was making \$34,000 annually. However, Jeffrey ignores that Annette is working a part-time position in addition to her full-time position to earn such income. Annette's standard of living shifted from a stay-at-home wife and mother who worked part-time to a single mother who now works two jobs. We do not find Annette's standard of living is the same as that established during the marriage. As this court has explained, self-supporting is more than meeting the minimum requirements, which we find to be Annette's current situation. See *Abrell*, 386 Ill. App. 3d at 733, 898 N.E. 2d at 1175. We find the record supports the trial court's holding that the standard of living established during the marriage supports an award of maintenance.

¶ 29 *3. Temporary Order of August 2006*

¶ 30 Jeffrey finally argues that the trial court abused its discretion in awarding maintenance because the temporary order of August 11, 2006, satisfied the purpose of rehabilitative maintenance. Specifically, Jeffrey claims that Annette became self-supporting during the course of dissolution and has gained financial independence because (1) the temporary order provided her with financial support and (2) Annette's current annual income is \$34,000.

¶ 31 Jeffrey is correct in stating that the purpose of rehabilitative maintenance is to assist and encourage dependent spouses to become financially independent. *In re Marriage of Henzler*, 134 Ill. App. 3d 318, 322, 480 N.E.2d 147, 149 (1985). After a lengthy hearing, the trial court considered the evidence, testimony, and argument of both parties. The trial court found rehabilitative maintenance to be appropriate and awarded Annette a maintenance payment of \$604.15 a month for five years. The trial court concluded that Annette has "few liquid assets; a modest employment record; ongoing financial needs" and the goal in awarding maintenance is to enable Annette to "obtain skills and employment to provide for her financial independence." We agree with the trial court that the temporary order did not achieve this goal.

¶ 32 Jeffrey argues Annette received financial support from the temporary order that required Jeffrey to pay the monthly mortgage of \$318, real estate taxes, utilities, homeowner's insurance, automobile insurance, health insurance, and uninsured medical costs for Annette and the children. He argues this support satisfies the purpose of rehabilitative maintenance because it provided Annette with support for four years, which was ample time for her to obtain the skills and training needed for financial independence.

¶ 33 Jeffrey relies on *Henzler* in his contention that the purpose of rehabilitative maintenance has been satisfied. However, we find *Henzler* distinguishable from this case and find it provides little guidance. In *Henzler*, we reversed the trial court's denial of the ex-husband's postjudgment request for a termination of rehabilitative maintenance. *Henzler*, 134 Ill. App. 3d at 319, 480 N.E.2d at 148. The ex-wife, after divorce, had finished her accounting degree and secured a position as an accountant. *Henzler*, 134 Ill. App. 3d at 321,

480 N.E.2d at 149. We found that the petition for termination should have been granted because the statutory goal of rehabilitative maintenance—to gain the education and skills necessary to become financially independent—had been achieved. *Henzler*, 134 Ill. App. 3d at 323, 480 N.E.2d at 150.

¶ 34 The facts of *Henzler* are strikingly different from the facts of this case. *Henzler* addressed a situation where the ex-wife was already receiving maintenance, had reached her rehabilitative goal, and it was therefore appropriate to terminate payments. Annette has not yet been given such an opportunity. Jeffrey disregards that Annette was awarded custody of the minor children, Andrea and J.P., under the temporary order. The support she was awarded was used to meet the minimum ongoing needs of Annette and the children pending a final award of support. Further, Annette did not receive maintenance payments under the temporary order. We do not agree that the financial support Jeffrey provided under the temporary order allowed Annette to meet the goal of rehabilitative maintenance.

¶ 35 As for Annette's income, Jeffrey again disregards that Annette was working two jobs during the dissolution, which is what allowed her to earn an annual income of \$34,000. From 2006 to 2008, Annette had custody of the parties' two minor children. After J.P. was emancipated in 2008, Annette continued to maintain primary custody of the parties' minor child, Andrea. Annette argues, and we agree, that she had no time to rehabilitate herself through school or other training during the dissolution, as she was working two jobs and supporting two children. Annette still has custody of the parties' last minor child and covers the costs of living expenses for J.P., as he is a full-time college student and still

resides with Annette. Annette also testified that she currently assists J.P. in paying his automobile insurance while he is in school. As the trial court stated in its final judgment, Annette has few liquid assets, a modest employment record, and ongoing financial needs. We find these facts support an award of rehabilitative maintenance and do not find the trial court abused its discretion.

¶ 36 Nevertheless, we further note that the trial court's temporary order is not indicative of Annette's current need for support and should have no bearing on Annette's award of maintenance at final entry of judgment. Section 501 of the Dissolution Act provides for temporary relief in all proceedings under the act. 750 ILCS 5/501 (West 2006). Section 501(d) provides that temporary orders are terminated when final judgment is entered. 750 ILCS 5/501(d) (West 2006). The purpose of section 501(d) is to "encourage amicable temporary settlements without establishing precedent for later hearings as to need or ability to pay support." *In re Marriage of Schroeder*, 215 Ill. App. 3d 156, 165, 574 N.E.2d 834, 840 (1991). Therefore, Jeffrey's financial support provided pursuant to the temporary order was irrelevant to the trial court's evaluation of Annette's need for financial support at the time of final judgment in 2010.

¶ 37 B. Equalized Distribution of Marital Estate

¶ 38 Jeffrey's second contention is that the trial court abused its discretion in awarding Annette \$64,990.50 as an equalized distribution of the marital estate. He argues the trial court's computation was incorrect because (1) the court improperly characterized the grain in storage as a marital asset but also attributed the grain to Jeffrey's income, essentially counting it twice in its calculation; (2) the trial court erred in calculating the value

grain "to be able to continue to plant and harvest and earn an income." We find the trial court properly characterized the grain as a marital asset. See *In re Marriage of Patrick*, 233 Ill. App. 3d 561, 570-571, 599 N.E.2d 117, 123 (1992) (finding "income from the farm operation is all marital property, including *** crops in storage" that were acquired during the marriage and have not yet been sold).

¶ 43 Jeffrey also argues that the trial court essentially counted the grain twice because it classified the grain as a marital asset but also attributed the grain to Jeffrey's income. However, Jeffrey does not explain how the grain was counted twice or for what purposes the grain was attributed to his income. Nor does he provide any authority that indicates such a calculation is an abuse of discretion.

¶ 44 Annette conversely argues that property classified as marital can also be counted as income for purposes of calculating child support. See *In re Marriage of Colangelo & Sebel*, 355 Ill. App. 3d 383, 389-90, 822 N.E.2d 571, 576 (2005) (concluding that stock options classified as marital property can also be classified as income for child support purposes once those options are exercised); *In re Marriage of Klomps*, 286 Ill. App. 3d 710, 714, 676 N.E.2d 686, 689 (1997) (finding that retirement funds classified as marital property can also be reclassified as income for child support purposes). The record is unclear for what purposes the grain was attributed to Jeffrey's income. The burden is on Jeffrey to convince this court that the trial court abused its discretion in classifying the grain as a marital asset while at the same time attributing the grain to his income. Jeffrey has failed to do so and we therefore find no abuse of discretion.

¶ 45

2. Farm Equipment

¶ 46 Jeffrey next argues the trial court abused its discretion in valuing the farm equipment at \$136,900 because it did not take into consideration that Jeffrey is only 50 percent owner in some pieces of equipment. Specifically, Jeffrey alleges he owns a one-half interest in the anhydrous applicator and one wagon. He claims the actual value of the farm equipment is only \$62,400, but he fails to cite any document or any other possible evidence produced at the hearing that proves or even suggests the actual value is only \$62,400. Jeffrey solely relies upon his testimony and a tax return where he only deducted one-half of the anhydrous applicator and one-half of the wagon.

¶ 47 Annette argues evidence was presented that Jeffrey has been reporting to the bank since 1997 that he owns \$136,900 worth of farm equipment. Annette also presented an appraisal at the hearing that valued the farm equipment at \$191,070. "It is the obligation of the parties to provide the trial court with sufficient evidence of the value of property." *Albrecht*, 266 Ill. App. at 402, 639 N.E.2d at 956. Any conflicts in testimony concerning the valuation of property are to be resolved by the trier of fact. *Tietz*, 238 Ill. App. 3d at 975, 605 N.E.2d at 678. The trial court considered all the evidence presented concerning valuation, assessed the credibility of Jeffrey and Annette, and placed a value of \$136,900 on the equipment. The trial court properly exercised its discretion in doing so.

¶ 48 *3. Assets Awarded to Jeffrey*

¶ 49 Jeffrey asserts that his share of the marital estate was not properly apportioned because he was awarded several assets that do not exist. The first of these assets is proceeds from Country Mutual Insurance Company. During the course of the dissolution, Jeffrey was involved in a car accident in which his Chevy Silverado was destroyed. The

insurance company sent correspondence to Jeffrey indicating that proceeds of \$13,245.63 were available for collection upon submission of a signed proof of loss and a certificate of title to the insurance company. The deadline to respond was January 16, 2009. Jeffrey, however, failed to produce these documents for collection.

¶ 50 Jeffrey testified that he was unable to produce the documents because Annette held the certificate of title. He also testified that he informed the insurance company to contact Annette. Annette however contends that she, nor her counsel, was ever informed of this correspondence and therefore cannot be held responsible for the uncollected proceeds. Further, she alleges Jeffrey totaled the car and should bear the responsibility for loss of insurance proceeds. The trial court heard the testimony, evidence, and arguments of the parties concerning the collection and charged Jeffrey with receipt of the proceeds. We do not find this was an abuse of discretion.

¶ 51 The next asset Jeffrey alleges did not exist at the entry of final judgment were certificates of deposit valued at \$12,807.96 which he and Annette held jointly. Jeffrey testified the certificates of deposit were used to secure a loan with the bank for Pioneer seed corn, and that those certificates were redeemed in 2006 to pay off the loan. Jeffrey testified that the certificates were used to pay off marital debt. At the hearing, Annette presented a copy of the check, issued in Jeffrey's name alone. The check was dated May 31, 2006, two months after the parties separated. The trial court charged Jeffrey with receipt of this asset. We find it was proper to do so.

¶ 52 Jeffrey also alleges the award of the Culver Elevator stock should not have been included in the valuation of Jeffrey's share of the marital estate because it is attributable

to his nonmarital farmland. Jeffrey cites solely to his testimony at the hearing to support this contention. However, the record reflects Jeffrey's testimony was inconclusive as to the details of the stock and tends to lead to the opposite conclusion.

¶ 53 Jeffrey testified that he procured some of the stock as far back as 15 to 20 years but could not be sure when each piece of stock was procured. The parties were married for over 20 years, which leads to the presumption the stock is a marital asset. See *In re Marriage of Werries*, 247 Ill. App. 3d 639, 642, 616 N.E.2d 1379, 1383 (1993) ("Property acquired during the marriage is presumed to be marital property unless clear and convincing evidence establishes otherwise"). Further, he testified he was not sure how many stocks he owned and whether he listed them as a marital asset. The trial court awarded Jeffrey the Culver stock, assessing a value of \$10,950 after Jeffrey testified he received \$4,400 annually in dividends. We find the trial court did not abuse its discretion in using Jeffrey's award of stock in assessing the distribution of the marital estate.

¶ 54 *4. Debts Charged to Annette*

¶ 55 Finally, Jeffrey argues that he extinguished several debts charged to Annette prior to the trial court's entry of final judgment and the court therefore should not have used those debts in its calculation to reduce the value of Annette' marital estate. He requests he be given credit against the marital estate for those payments. This argument is flawed as it rests on the typographical error in the September 2010 opinion charging Annette with the following debts: the Athens truck debt, the Athens van debt, the Discover debt, the GM credit card debt, the Sears debt, the JC Penny debt, the Kohl's debt, the debt associated with the Babies R Us credit card, the Sallie Mae debt, and the US Bank debt.

¶ 56 As discussed earlier, this error was corrected by the trial court in its April 19, 2011, and May 16, 2011, docket entry, and these debts were all assigned to Jeffrey. The only debt Annette was charged with was the loan on J.P.'s car to Heartland Credit Union. Any payments made against the above-mentioned debts were Jeffrey's responsibility. Therefore, the trial court properly calculated the equalization payment when it gave Jeffrey credit for assuming these debts, and no further credit should be given.

¶ 57 C. Nonmarital Personal Property

¶ 58 Jeffrey's last challenge on appeal is to the trial court's classification of certain property as marital and its award to Annette. Section 503(d) of the Dissolution Act requires the trial court to award each spouse their nonmarital property. 750 ILCS 5/503(d) (West 2010). The trial court's determination whether property is marital or nonmarital will not be overturned unless it is against the manifest weight of the evidence. *Werries*, 247 Ill. App. 3d at 642, 616 N.E.2d at 1384.

¶ 59 "[T]he determination of whether an asset is a marital asset rests largely in the determination of the credibility of witnesses." *Werries*, 247 Ill. App. 3d at 641, 616 N.E.2d at 1383. The trial court heard lengthy testimony from both parties regarding tangible personal property. Jeffrey was awarded, and Annette agreed to, most of the items Jeffrey requested. Annette objected to awarding Jeffrey some items he requested, and her testimony supported the view that such items were marital property. Although this testimony conflicted with Jeffrey's testimony, it was the responsibility of the trial court to resolve that conflict. In our review of the record, we conclude the trial court properly considered the evidence and weighed the testimony in making its determination and award of marital

property.

¶ 60

III. CONCLUSION

¶ 61

For the reasons stated, we affirm the trial court's judgment. We find the trial court did not abuse its discretion (1) in awarding Annette rehabilitative maintenance; (2) in awarding Annette \$64,990.50 as an equalized distribution of the marital estate; or (3) in awarding Annette property it found to be marital.

¶ 62

Affirmed.