

petitioner, who was 48 years old at the time of the hearing, testified that he is employed as a mechanical integrity supervisor at Sabic Innovations. In the last three years, the respondent's average gross monthly income was \$6,325, with a net monthly income of \$4,357.64. The marital home was valued at approximately \$93,000. At the commencement of the divorce proceedings the parties owned two vehicles, a boat, a camper, an all-terrain vehicle (ATV), and a riding lawn mower.

¶ 5 There were existing loans on the home, one of the vehicles, the boat, camper, ATV, and the lawn mower. The parties also had an outstanding roof loan, four credit card accounts with balances, as well as two loans secured by the petitioner's 401K account which totaled \$1,600 as of the date of the hearing. Prior to the hearing, the parties sold the boat, camper, and ATV, and eventually filed for bankruptcy, through which the marital home was surrendered, along with a 2009 Chevrolet Silverado and the lawn mower. The parties kept a 2003 Chevrolet Silverado, thereby creating a bankruptcy debt of \$10,200, on which the petitioner paid \$170 per month until the date of the hearing. While divorce proceedings were pending, the petitioner was ordered to pay \$4,000 of the respondent's attorney fees, with \$3,200 of that amount remaining as of the date of the hearing.

¶ 6 The petitioner testified that he currently resides with his girlfriend in a home she purchased. The home measures 2,591 square feet and was valued in 2009 at \$189,400. A rental contract was admitted into evidence, reflecting a monthly rental payment of \$1,200 paid by the petitioner to his girlfriend. The petitioner's third amended financial affidavit was admitted into evidence, which showed a monthly surplus of \$90.64 after paying all expenses plus a maintenance payment to the respondent in the amount of \$750 per month which was ordered by the trial court while the divorce was pending. The surplus amount included an estimated \$400 monthly payment for a vehicle the petitioner planned to purchase in the future because he did not currently own one. The petitioner testified on cross-examination that he

used a boat, an ATV, and a GMC Jimmy which were owned by his girlfriend.

¶ 7 The respondent was 57 years old on the date of the hearing and had been unemployed for 16 years. On or about October 20, 2010, she was determined by the Social Security Administration to be disabled and began receiving \$449.34 per month in supplemental security income (SSI) benefits. The respondent testified that her disability was comprised of a back injury, a heart condition, diabetes, and "nerves." She testified, however, that she was able to drive, cook, clean, and mow the lawn. When the respondent began receiving the \$750 monthly maintenance payments, her SSI benefits were denied in full due to the increased income. The respondent was residing with her son at the time of the hearing and was seeking a place to rent. She estimated that her monthly rental payment would not exceed \$400. The respondent's amended financial affidavit was admitted into evidence and reflected that, after receiving \$750 per month in maintenance, she was operating at a monthly deficit of \$322. The respondent testified that she had no health insurance coverage because she was eligible for neither Medicare nor a medical card.

¶ 8 The parties stipulated that the financial accounts to be apportioned at the hearing consisted of a checking account in the respondent's name with a balance of \$613.06, bank accounts in the petitioner's name totaling \$594.54, a Sabic 401K account valued at \$13,369, a Sabic pension valued at \$26,663, and a portion of a General Electric pension valued at \$58,879. The parties also stipulated that their remaining debts consisted of their respective attorney fees.

¶ 9 The trial court entered a judgment on February 10, 2012, that allocated the parties' assets and liabilities as follows. The respondent was awarded the 2003 Chevrolet Silverado. The petitioner was awarded the full value of the Sabic 401K account and was solely responsible for the loan thereon. The petitioner was also allocated the bankruptcy debt. The parties were each awarded the full value of their respective bank accounts. Each was held

responsible for their own attorney fees, with the exception of the attorney fees of the respondent which the petitioner was previously ordered to pay. The parties were ordered to prepare qualified domestic relations orders setting forth awards of 60% of the Sabic pension and 60% of the marital portion of the General Electric pension to the respondent. The petitioner was ordered to maintain health insurance coverage on the respondent for 45 days, allowing time for her to secure other coverage. The petitioner was ordered to pay the respondent \$1,600 per month in permanent maintenance, reviewable five years after the entry of the judgment. The petitioner filed a timely notice of appeal.

¶ 10

ANALYSIS

¶ 11 The petitioner's sole issue on appeal is whether the trial court erred by ordering him to pay the respondent \$1,600 per month in permanent maintenance, reviewable in five years. "A maintenance award is within the sound discretion of the trial court and will not be disturbed on appeal unless the trial court abused its discretion." *In re Marriage of Schiltz*, 358 Ill. App. 3d 1079, 1084 (2005). "An abuse of discretion occurs where no reasonable [person] would take the view adopted by the trial court." *In re Marriage of Carpenter*, 286 Ill. App. 3d 969, 973 (1997).

¶ 12 Section 504(a) of the Illinois Marriage and Dissolution of Marriage Act enumerates the following factors courts should utilize when considering an award of maintenance:

"(1) the income and property of each party, including marital property apportioned and non-marital property assigned to the party seeking maintenance;

(2) the needs of each party;

(3) the present and future earning capacity of each party;

(4) any impairment of the present and future earning capacity of the party seeking maintenance due to that party devoting time to domestic duties or having forgone or delayed education, training, employment, or career opportunities due to the

marriage;

(5) the time necessary to enable the party seeking maintenance to acquire appropriate education, training, and employment, and whether that party is able to support himself or herself through appropriate employment or is the custodian of a child making it appropriate that the custodian not seek employment;

(6) the standard of living established during the marriage;

(7) the duration of the marriage;

(8) the age and physical and emotional condition of both parties;

(9) the tax consequences of the property division upon the respective economic circumstances of the parties;

(10) contributions and services by the party seeking maintenance to the education, training, career or career potential, or license of the other spouse;

(11) any valid agreement of the parties; and

(12) any other factor that the court expressly finds to be just and equitable."

750 ILCS 5/504(a) (West 2010).

¶ 13 "In awarding maintenance, the trial court has wide latitude to consider the needs of the parties and is not limited to the factors enumerated in section 504." *In re Marriage of Schiltz*, 358 Ill. App. 3d at 1084. No one statutory factor is dispositive in a maintenance determination. *In re Marriage of Harlow*, 251 Ill. App. 3d 152, 157 (1993). The benchmark for awarding maintenance is the evaluation of the party's reasonable needs in view of the standard of living established during the marriage. *In re Marriage of Dunlap*, 294 Ill. App. 3d 768, 773 (1998).

¶ 14 In this case, several factors support the maintenance award. The parties were married for nearly 25 years (750 ILCS 5/504(a)(7) (West 2010)). On the date of the hearing, the petitioner was 48 years old and presented no evidence of any physical or emotional

limitations (750 ILCS 5/504(a)(8) (West 2010)). The respondent testified that she was 57 years old and declared disabled by the Social Security Administration due to a back injury, heart problems, diabetes, and "nerves." In looking at the standard of living established during the marriage, the petitioner has had no problem maintaining and even surpassing that, as he now resides in a \$189,400 home, while the marital home was valued at \$93,000 (750 ILCS 5/504(a)(6) (West 2010)). In contrast, the respondent is no longer enjoying the standard of living she had during the marriage as she is residing with her son, seeking a place to live, and expecting monthly rent to not exceed \$400.

¶ 15 Regarding income, the respondent is not merely unemployed, but unemployable due to her disabilities and has no way of earning an income (750 ILCS 5/504(a)(1) (West 2010)). This fact alone supports the maintenance award. See *In re Marriage of Schiltz*, 358 Ill. App. 3d at 1084 (trial court should award maintenance where spouse is not employable). In comparison, the petitioner earns a gross monthly salary of \$6,325, with a net income of \$4,357.64 per month. There is no indication that the petitioner will be hindered in any way from earning income in the future, while the respondent has no future earning potential due to her disabilities (750 ILCS 5/504(a)(4) (West 2010)). In considering the needs of the parties, on the date of the hearing the respondent was operating at a monthly deficit of \$322, while the petitioner had a surplus of \$90.64 per month (750 ILCS 5/504(a)(2) (West 2010)). There is no evidence that the apportionment of marital property was inequitable, nor do we find that such apportionment impacts the propriety of the maintenance award (750 ILCS 5/504(a)(1) (West 2010)). In light of the evidence that supports the maintenance award in consideration of the above factors, we cannot say that no reasonable person would take the view adopted by the trial court. See *In re Marriage of Carpenter*, 286 Ill. App. 3d at 973. Accordingly, the trial court did not abuse its discretion in awarding maintenance to the respondent.

¶ 16

CONCLUSION

¶ 17 For the foregoing reasons, we affirm the maintenance award as provided in the February 10, 2012, judgment of the circuit court of White County.

¶ 18 Affirmed.