2026 IL App (4th) 260068-U

NO. 4-26-0068

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

FILED
September 8, 2026
Carla Bender
4th District Appellate
Court, IL

In re MARRIAGE OF	)	Appeal from the
(Marlene Martin,	)	Circuit Court of
Petitioner-Appellee,	)	Peoria County
and	)	No. 23DN102
Steven Martin,	)	
Respondent-Appellant).	)	Honorable
	)	Caroline Borden Campion,
	)	Judge Presiding.

JUSTICE KNECHT delivered the judgment of the court.
Justices Vancil and Cavanagh concurred in the judgment.

ORDER

¶ 1 *Held*: (1) The record does not establish the trial court found the parties' jointly owned home to be either wholly or partially nonmarital property, and thus the issue of whether the court engaged in the proper analysis to find the property nonmarital is irrelevant.

(2) The trial court did not abuse its discretion in dividing the marital home.

(3) This court need not take judicial notice of an undisclosed order from petitioner's previous divorce proceedings that granted petitioner's first husband a 50% interest in the marital home.

¶ 2 In April 2024, the trial court entered an order dissolving the marriage of petitioner, Marlene Martin, and respondent, Steven Martin. The parties reached an agreement as to maintenance and the division of most of the parties' personal property. In October 2025, a trial was held on the allocation of cash, silver coins, and the parties' jointly owned home. After the court entered an order dividing the remaining property, Steven appealed, arguing (1) the trial court erred by not performing the required analysis to overcome the presumption the parties' jointly owned home is marital property; (2) the court abused its discretion in awarding him only $8,771 of the home, which was valued at over $195,000; and (3) this court should take judicial notice of an undisclosed order from Marlene's 2003 divorce proceedings as evidence of Marlene's lack of credibility. We affirm.

¶ 3 I. BACKGROUND

¶ 4 Steven and Marlene married in April 2014. At that time, Marlene was 60 or 61 years old and Steven was 57 or 58 years old. The parties did not share children. In April 2024, the marriage was dissolved. The parties agreed to the division of most of the personal property and to Steven's paying Marlene maintenance of $253 per month for 38 months.

¶ 5 In October 2025, a bench trial on the remaining issues was held. At dispute were equity in the marital home, 4621 North Rosemead Drive in Peoria, Illinois (Rosemead home), and silver coins and cash the parties kept in a safe within the Rosemead home. The parties stipulated Marlene owned the home before the 2014 marriage and, on April 29, 2016, the home was deeded by quitclaim to both Marlene and Steven in joint tenancy. The parties agreed, after the divorce, Marlene would maintain ownership of the Rosemead home.

¶ 6 At the hearing, both parties testified. According to Marlene, she was 71 years old and had lived in the Rosemead home for 34 years. Marlene explained the reason she agreed to become joint owners of the home with Steven:

> "[F]or the first year of our marriage it was a constant badgering, belittling, degrading, using religion as you're not being a good wife. You're keeping things separate. You know, degrading who I am.

> I started questioning myself if I'm doing things wrong; if I'm not being a good wife. It was a year of that before—I didn't really want to. I didn't want to do that. It was a year of spiritual degrading and manipulating that I finally broke and put his name on."

Marlene agreed the quitclaim deed is in her handwriting.

¶ 7 Before the marriage, Marlene testified, Steven sold his residence for approximately $45,000. Marlene did not see the proceeds of the sale of Steven's home.

¶ 8 Marlene testified she and Steven had cash in a household safe. Only she and Steven knew the combination to the safe. In that safe, Marlene kept her "inheritance money." When asked if additional money was also kept in the safe, Marlene testified, "No. I mean, on a monthly basis, if there was [$]100 or [$]200, it would go in there; but there was never really anything more."

¶ 9 On cross-examination, Marlene testified she received "inheritance money" from her parents each Christmas, which she placed in the safe. The amount varied from year to year. Before she married Steven, the safe held $140,000 to $150,000 in her inheritance money. As of the date of her testimony, only about $4,000 remained in the safe. When asked how she knew what money was her inheritance money as opposed to any other cash in the safe, Marlene testified she "kept it separate in a box, in a tote." In addition, Marlene testified, after she noticed discrepancies as to the amount of her inheritance, thinking she may not have been careful with it, she began wrapping bundles in plastic wrap to keep track of the total. When asked if she used the inheritance money during the course of the marriage, Marlene testified she used "[a]ll of it." Marlene stated the money was used for projects around the house, such as a generator, a shed, a fence, and flooring, and her car. Each month, Steven overspent his credit card, and Marlene would "bail him out," using approximately $1,000 to avoid finance charges. There was no longer any money in the safe wrapped in plastic. She had not had money wrapped in plastic for some years.

¶ 10 Marlene testified she purchased the Rosemead home for $93,000 in 1991. She satisfied the mortgage within five years. Every room in the house was refinished. Steven paid no rent to live in the house. When asked who paid for the insurance on the house, Marlene responded, "[U]sually when insurance or taxes would come around that would be like extra money that would a lot of times have to come out of my inheritance box." After the marriage, the marital home was improved with a fence and shed. Steven was installing wood flooring when she secured "the order of protection to get him out." Steven and his brother installed the fence. Marlene "did some on the rabbit proofing." The money for the fence, the shed, and the wood flooring came from her inheritance. Marlene was not employed during the marriage. She began receiving $1,227 in Social Security payments at age 64. At the time of her testimony, Marlene was 71.

¶ 11 Before Steven sold his home, Marlene helped prepare his house for sale. Marlene stated she "stripped the steps," cleaned the walls, stripped the wallpaper, and painted.

¶ 12 Marlene testified she purchased silver coins over the course of three years, from 2010 to 2012, with proceeds from cashing in her 401(k). Receipts show, in that period, she purchased over $85,700 in coins. Among the receipts entered into evidence as Steven's exhibits regarding Marlene's purchase of silver coins is a receipt for a February 2011 wire transfer for $47,080.88. There is no testimony regarding this "Acknowledgement of Bank Wire" and no information showing to whom the funds were wired. Marlene had no pension remaining, stating, "My house and my silver is what I need to live off the rest of my life."

¶ 13 In 2015, Marlene purchased additional silver coins for $20,002.50. Marlene did not dispute this purchase was marital property.

¶ 14 Marlene testified the value of the Rosemead home in 2014, when the parties married, was $177,457. Marlene arrived at that value after asking a realtor friend to determine the value of the home at that time. The realtor researched its value on the computer and printed a copy for Marlene, which appears in the record. Marlene did not dispute Steven's appraisal value of the home at the time of the divorce.

¶ 15 Marlene testified no silver coins remained in the safe. Marlene denied removing the coins. She believed approximately $45,000 was missing from the safe based on how much she paid for the coins.

¶ 16 Marlene testified she would not be able to get a loan to pay Steven for half of the value of the house. She had difficulty getting a credit card with more than $1,000 in credit. If Marlene had to sell her house, she did not believe she could afford to pay rent. Marlene testified, because her house and car were paid off, she could survive. She guessed, with the coins and cash she had remaining, she had $40,000.

¶ 17 Steven testified regarding his contributions to the Rosemead home and the household safe. After the marriage, Steven's home was sold, netting $45,000. The proceeds went into the safe with Marlene's inheritance money. At Marlene's suggestion, Steven cashed in his $50,000 401(k). After penalties and taxes, they received $35,000, which was placed in the safe. Steven could not say how much silver Marlene had before their marriage but said her silver was kept in five or six "totes."

¶ 18 According to Steven, the Rosemead home was worth $134,000 in 2014. Steven arrived at that figure based on his memory from "[j]ust looking at Zillow." When asked the reason the Rosemead home was quitclaimed to the parties jointly, Steven testified, "Because we were married and it made sense that because we were one that we would share everything. That would be my understanding. There was no pressure put on her to put the home in my name. I don't know where that, she came up with that."

¶ 19 Steven testified he "put [a] considerable amount of money and labor into the home." During the marriage, Steven testified $17,000 was spent on a patio, $10,000 for a generator, $7,000 for a heating, ventilation, and air conditioning unit, and $26,000 for Marlene's car. Steven did not know how much was spent on the privacy fence, for which he provided most of the work, or on the shed or flooring. When making purchases, the parties put the charges on the credit card and paid the credit-card bill each month. The credit card was used for normal living expenses. Steven testified he provided the labor for the fence, with "a little" assistance from his brother, and the shed. Regarding the flooring, which he did not finish, he had assistance from a cousin. Steven also testified he replaced the outlets in the entire home and installed a custom cabinet in the kitchen. Steven installed shelving in a bedroom for Marlene's art supplies and a ladder into the attic. Steven further testified they purchased siding for the home for approximately $4,000. He also made red cedar shutters for the front of the home. Steven put a ceiling on the porch and trim on the back of the house. Steven installed a wood-burning stove Marlene had purchased. Steven insulated the storeroom. Steven started a patio, but they hired someone to finish the project. Steven replaced the counter vanity tops and sinks in the three bathrooms. There was a pergola on the front of the house that was added with the privacy fence. The materials for these projects were purchased with the credit card. If their salaries did not cover the credit-card expenses, they would take cash from the safe. The parties never had debt.

¶ 20 Steven testified Marlene had a 2018 Nissan Murano, purchased with the cash in the safe. The other three vehicles were his, a 2005 Nissan King Cab truck, a 2014 Nissan Rogue, and a Toyota 4Runner. The funds for the Nissan King Cab truck came from Marlene's cash. Steven purchased the 2014 Nissan Rogue with money he inherited from his parents. Steven inherited the Toyota 4Runner after he and Marlene divorced.

¶ 21 Steven did not know how much money was in the safe when they married, but he called the amount "substantial." Steven testified money was added to the safe. In March 2023, Steven photographed the contents of the safe when Marlene left for a couple of days after "an issue" the parties had. Steven was concerned about their "finances and so forth." Steven pulled from the safe "a tote that had somewhere around the amount of $40,000." He took photos of the cash and returned the tote to the safe. The photograph of the cash reveals four apparent bundles of an indeterminate height. Three of the bundles have a $20 bill on top; the fourth has a $50 bill. There is a square note next to the stacks with "40,435.00—" written on top. Another tote in the safe was marked "inheritance." When Steven opened that tote, only a bundle of copy paper was inside.

¶ 22 Regarding Marlene's "inheritance money," Steven testified, each Christmas, Marlene's parents would give their children substantial gifts. He recalled once, after Marlene's father did well in the stock market, he gave $100,000 to each of his children and their spouses. When Steven and Marlene were married, the money would be gifted to both of them. For example, the year they received $100,000, checks were made to Marlene and to Steven.

¶ 23 Steven secured an appraisal of the Rosemead home, which valued the home at $195,000. Steven, based on an online estimate, believed the home was worth $210,000.

¶ 24 On cross-examination, Steven acknowledged Marlene cared for the home, performing the cooking and cleaning. Steven did not have to pay anything for rent or towards a mortgage.

¶ 25 Steven did not dispute the fact 125 silver coins were purchased during the marriage. He could not explain why his photograph showed four boxes containing 500 coins each. Steven believed Marlene purchased the coins in the photograph before the marriage.

¶ 26 Steven testified he had two sources of monthly income. He received $2,121 in Social Security payments. Steven also had a pension, but he did not state the amount. He agreed he made "a substantial amount more than" Marlene per month. He testified, as far as he knew, she was "not working for cash, I mean, being an artist." Steven was 68 years old.

¶ 27 When asked about Marlene's "inheritance box," Steven denied the money was an inheritance, as both parents were living. Steven testified, "It was our box I guess you could say because it was in our home," and Marlene's parents gave the money to both of them. Steven submitted to evidence checks written to him by Marlene's parents. Steven further stated, "If you could divvy up the money according to how this cash went there and this cash went there, I mean, it was, it was all together. So, if anything was spent, it was spent out of a lump sum that was ours."

¶ 28 In rebuttal, Marlene testified Steven's photograph of approximately $40,000 was likely taken in fall 2021 or early 2022. Marlene reiterated only $4,000 remained. Marlene further emphasized she did not believe she had four boxes of 500 coins each in the household safe. Marlene based that conclusion on "[a] faulty memory." Marlene stated she "didn't go down into the safe everyday like he did to check on things. So, all I know is what I have receipts for and what I have."

¶ 29 In argument, regarding the disputed property, Marlene requested an order requiring her to pay Steven half of the remaining cash in the safe ($2,000), half of the coins that were purchased during the marriage ($10,000), and half of the appreciation in equity of the home from 2014 ($8,771). In contrast, Steven requested half of the cash remaining in the safe at the time the parties separated ($20,142.50), half of the coins purchased during the marriage ($10,000), and half of the value of the Rosemead home ($97,500).

¶ 30 On December 8, 2025, the trial court entered a written order. After noting it considered relevant statutory factors, "including age, health, occupation, employability of the parties; the relevant economic circumstances of each spouse; the commingling of marital and non-marital property; and each party's contribution to the acquiring, preservation, increase or decrease in the value of the marital and non-marital property," the court ordered the following:

> "*Home*: The court notes Marlene bought and paid off the home before the parties were married. There is conflicting evidence regarding improvement on the house, with insufficient evidence of exactly how much each party contributed to any improvements during the marriage.
>
> The court will award the Rosemead[ ] home to Marlene. Steven shall execute a quit claim deed to Marlene within 30 days after this order.
>
> The evidence produced showed the property was worth $177,457 in 2014, two years before Steven's name was added to the deed. The 2024 appraisal sets the home's value at $195,000. Based on the evidence regarding the home's increase in value during the marriage, the court orders Marlene to pay Steven $8,771

(half the value added to the home during this time period).

Coins/Money: Both parties insinuate that the other party converted silver and money that was held in the home. Frankly, the court cannot find sufficient evidence that either party misappropriated this property or where these 'missing' coins are located, and thus can only award the funds that are confirmed available. The court will order that Marlene pay Steve[n] $2,000 for half the cash remaining in the safe and $10,000 for half the value of the coins purchased after the marriage." (Emphasis in original.)

¶ 31 This appeal followed.

¶ 32 II. ANALYSIS

¶ 33 On appeal, Steven first argues the trial court erroneously ignored the presumption that all property acquired by either spouse during the marriage is marital property when it awarded Marlene the house and him only part of the growth in equity occurring after the marriage. Steven contends Marlene did not show one of the statutory exceptions to the presumption applies (see 750 ILCS 5/503(a) (West 2024)) and, therefore, the court erred in treating the Rosemead home as partially nonmarital property. Steven insists the classification of the property as marital or nonmarital was at issue, given the testimony regarding the transfer of the joint title.

¶ 34 Marlene contends there was no dispute of the ownership of the Rosemead home. She further argues, because the trial court awarded Steven part of the equity of the home, the court found the Rosemead home to be marital property. Marlene maintains the proper question on appeal is whether the court abused its discretion in dividing the parties' property.

¶ 35 Contrary to Steven's argument, the record does not show the trial court found the Rosemead home to be wholly or partially Marlene's nonmarital property. While Steven, in closing argument, asked the court to find the Rosemead home was marital property, Marlene did not dispute Steven's request. In fact, Marlene's closing argument referred to the Rosemead home as marital property and argued that property should be divided equitably, not equally, and seeks the award given. Also, the court did not expressly find the Rosemead home to be nonmarital property. In a bench trial, trial judges are "presumed to know the law and apply it properly, absent an affirmative showing to the contrary in the record." (Internal quotation marks omitted.) *Vance v. Joyner*, 2019 IL App (4th) 190136, ¶ 91 (quoting *Cavitt v. Repel*, 2015 IL App (1st) 133382, ¶ 64). As the record does not affirmatively show the court improperly found the Rosemead home to be nonmarital property, we presume the trial court did not do so. The dispute before the trial court was over how to divide the property. This is the question we review.

¶ 36 Turning to the propriety of the award, Steven contends the award of only $8,771 as his interest in the Rosemead home, which was valued at $195,000, was neither reasonable nor equitable. Steven maintains the award failed to account for his credible testimony he contributed significant financial resources and labor to the marital estate. He further argues his testimony is plainly more credible than Marlene's as she, "in substance, attributed exclusive ownership of nearly all disputed assets to herself," while he supported his testimony with photographs and financial documentation. Steven further maintains Marlene's obtaining maintenance could not be reconciled with her testimony she paid all of the bills.

¶ 37 Marlene counters the award is proper. She emphasizes she purchased the home, fully paid for the home, and would earn less than half of what Steven would earn.

¶ 38 In dissolution proceedings, trial courts must "divide the marital property without regard to marital misconduct in just proportions considering all relevant factors." 750 ILCS 5/503(d) (West 2024). These factors include "each party's contribution to the acquisition, preservation, or increase or decrease in value of the marital *** property," "the contribution of a spouse as a homemaker or to the family unit," "the value of the property assigned to each spouse," "the duration of the marriage," and "the age, health, station, occupation, amount and sources of income, vocational skills, employability, estate, liabilities, and needs of each of the parties," and "the reasonable opportunity of each spouse for future acquisition of capital assets and income." *Id.* § 503(d)(1), (3), (4), (8), (11). The trial court "has broad discretion in the distribution of marital assets." *In re Marriage of Walker*, 386 Ill. App. 3d 1034, 1042 (2008). An apportionment is proper and just if it is equitable in nature. *In re Marriage of Dunlap*, 294 Ill. App. 3d 768, 778 (1998). The award need not be equal; "a trial court does not abuse its discretion in awarding a larger share of the marital property to one party." *Walker*, 386 Ill. App. 3d at 1042.

¶ 39 Here, we recognize an award of under $9,000 when the marital residence is valued at approximately $195,000 at first blush appears unjust. However, when considered with the facts introduced at the trial, we cannot find the award to be an abuse of discretion. The parties married in 2014. They were married for nine years. Marlene brought to the marriage a home valued at approximately $177,000 in which she had lived since 1991. Marlene owed no debt on the home. Marlene also brought into the marriage cash valued at $140,000 to $150,000, which was used for home updates. Marlene's income was $1,227 per month, and she believed she would be unable to secure a loan to pay Steven half of the value of the house because she had difficulty getting $1,000 in credit. She also believed she could not afford to pay rent if she had to sell the home.

¶ 40 In contrast, Steven agreed he earned substantially more than Marlene. He earned $2,121 each month from Social Security. Steven also had a pension, though he did not state the amount of that pension. Because the Rosemead home was paid for, Steven had no rent or mortgage payment during the nine-year marriage. The money for taxes and insurance came from the safe. Steven testified he put the $45,000 he received from his house and the $35,000 he received from his 401(k) into the safe for use by the parties. Both parties agreed Steven contributed manual labor to the home. There is no testimony Steven is or would be unable to afford housing if he were not awarded half of the marital home.

¶ 41 Given the disparity in the parties' contributions to the marital home, the disparity in income and future earnings, and no testimony regarding how Steven's contributions prevented a decline in value of the home, an award that splits the equity growth resulting from the contributions of each party during the marriage is just. Both contributed money and physical labor in maintaining or improving the home.

¶ 42 Last, we must address the parties' argument regarding Marlene's request this court take judicial notice of a petition to revive judgment from Peoria County case No. 03-D-257, which she received after the bench trial. According to her appellee brief, Marlene learned from that petition her former spouse retained a one-half interest in the Rosemead home, to be recouped if the house is sold. Marlene asks this court to consider this information as further evidence the division of property was not an abuse of discretion. As we found in her favor without aid of this information, we need not grant her request.

¶ 43 However, Steven asks this court to take judicial notice of that case as evidence of Marlene's "unclean hands" and reverse a ruling that rests on contradictions in Marlene's testimony. Steven maintains Marlene did not disclose the earlier judgment in discovery, which shows she held only a 50% interest in the Rosemead home. Steven requests this court remand the matter for the trial court to reassess credibility and ensure the property division rests on a complete and accurate record.

¶ 44 We find Steven's argument unconvincing. Steven has challenged Marlene's credibility before the trial court. In his written closing argument, his challenge to her credibility begins on the first page. Although the trial court made no express finding as to credibility, to any extent implied findings affected its order, we note this court defers to trial courts on matters of credibility, as they have the opportunity to observe the demeanor and conduct of the witnesses and, therefore, sit in the best position to assess credibility. See *In re Marriage of Berberet*, 2012 IL App (4th) 110749, ¶ 56. Given credibility was an issue before the trial court, a matter the court would have considered, we fail to see how Marlene's failure to introduce evidence of the 2003 Peoria County divorce case affects or would affect the unstated credibility determination or the division of the Rosemead home in a manner that favors Steven. We need not take judicial notice of that case to reverse the trial court's decision.

¶ 45 III. CONCLUSION

¶ 46 We affirm the trial court's judgment.

¶ 47 Affirmed.