2017 IL App (4th) 160435-U

NO. 4-16-0435

FILED
January 27, 2017
Carla Bender
4th District Appellate
Court, IL

IN THE APPELLATE COURT

OF ILLINOIS

FOURTH DISTRICT

In re: MARRIAGE OF ANNETTE M. AGRALL,	)	Appeal from
Petitioner-Appellee,	)	Circuit Court of
and	)	Sangamon County
JEFFREY R. AGRALL,	)	No. 06D224
Respondent-Appellant.	)	
	)	Honorable
	)	Jack D. Davis II,
	)	Judge Presiding.

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

ORDER

¶ 1 *Held*: (1) Having, in the judgment of dissolution, given respondent the option of either paying off a mortgage in a lump sum or making the mortgage payments as they fell due, the trial court lacked statutory authority to change that provision, years later, by requiring him to pay the balance of the mortgage in a lump sum.

(2) The trial court's finding of a substantial change in circumstances is not against the manifest weight of the evidence, and its decision to modify rehabilitative maintenance by making it permanent is not an abuse of discretion.

¶ 2 Respondent, Jeffrey R. Agrall, appeals some modifications the trial court made to a judgment of dissolution of marriage. Both modifications were at the request of petitioner, Annette M. Agrall.

¶ 3 The first modification required respondent to pay off, in a lump sum, the balance of the mortgage on the marital residence. We hold, *de novo*, that the trial court lacked statutory

authority to make that modification. Originally, years ago, in the judgment of dissolution, the court gave respondent the options of either paying off the mortgage in a lump sum or making the mortgage payments as they fell due. Absent any of the legally recognized conditions of reopening a judgment, none of which were fulfilled in this case, the judgment of dissolution was unmodifiable in that respect.

¶ 4 The second modification made rehabilitative maintenance permanent, although it left unchanged the amount of maintenance respondent had to pay each month. To that modification, we apply a dual standard of review. The trial court's finding of a substantial change in circumstances is not against the manifest weight of the evidence, and its decision to modify rehabilitative maintenance by making it permanent is not an abuse of discretion.

¶ 5 Thus, we affirm the trial court's judgment in part and reverse it in part. We reverse the modification whereby the court required respondent to pay off the balance of the mortgage, in a lump sum, by December 31, 2016. We reinstate the original provision whereby he could, at his choice, pay off the mortgage in a lump sum or make the mortgage payments as they fell due. Otherwise, we affirm the trial court's judgment.

¶ 6 I. BACKGROUND

¶ 7 The parties married on November 9, 1984. Three children were born to them during the marriage, but all three children now are emancipated adults.

¶ 8 During most of the 26 years the parties were married, petitioner, who has a bachelor's degree in liberal arts, was a stay-at-home mother and a part-time preschool teacher. She has no significant nonmarital property.

¶ 9 Respondent, who has a high-school education, is a self-employed farmer. He owns three parcels of farmland, which are his nonmarital property. The three parcels together are worth about $1.5 million. He also has worked as a passenger service agent for an airline.

¶ 10 In the judgment of dissolution, which the trial court entered on December 15, 2010, the court noted: "[Respondent] puts forward his alleged earnings for 2010 as $52,085.16." The court ordered him to pay rehabilitative maintenance in the amount of $604.15 per month for 60 months. To equalize the distribution of marital property, the court ordered him to pay petitioner $70,553.84 in three installments. The court awarded petitioner the marital residence and "directed [respondent] to satisfy the mortgage on the property in a lump sum or continue paying the mortgage until satisfied" (to quote the judgment of dissolution).

¶ 11 On October 5, 2015, two months before the rehabilitative maintenance was to end, petitioner filed a petition, in which she requested the trial court to (1) extend the duration of maintenance or make it permanent, (2) increase the monthly amount of maintenance, and (3) order respondent to pay off the balance of the mortgage on the marital residence. He had been making the mortgage payments as they fell due.

¶ 12 On February 23, 2016, the trial court held an evidentiary hearing on the petition of October 5, 2015. Only petitioner and respondent testified. A volume of exhibits was admitted in evidence.

¶ 13 On March 9, 2016, after the evidentiary hearing, the trial court issued a decision. In its decision, the court recounted the following evidence regarding petitioner. According to her financial affidavit of 2009, she earned $31,431 in 2008 and $31,572 in 2009. According to her financial affidavit of 2016, she now earned $36,799.25 working full-time as a secretary in the

Sangamon County State's Attorney's office and $9,399.48 working part-time for Hobby Lobby. Her health insurance premium had increased from $105.60 a month to $342.81 a month. Her property taxes were $1,795. In 2013, the income tax on her maintenance was $1,725, and in 2014, it was $1,889. To pay the income tax on her maintenance, she either borrowed money or used a credit card. She had spent the equalization payment to pay the debts she had accumulated as of the time of the divorce. In the five years since the divorce, she had accumulated a new credit-card balance of $20,000, on which she was making only interest payments. Ever since rehabilitative maintenance ended on December 1, 2015, she found that she had no money left over at the end of the month to pay bills. She could not afford home insurance. She testified that she wanted to sell the marital residence but that "she [was] unable to move from the home due to the mortgage." During their marriage, she and respondent had not lived as paupers. Now she could not afford a vacation for herself or her children—although she gave $1,200 a year to her church and added her children to her cell-phone plan for $20 apiece (presumably per month). She had not seriously looked for alternative, higher-paying employment, because she was " 'vested' at the County and she could not go to another job and get the benefits (pension and health insurance) she receive[d] without waiting a period of an additional [10] years," something she was reluctant to do at age 52.

¶ 14 The trial court recounted the following evidence regarding respondent. According to his 2012 income tax return, he had a gross income of $225,273, with a net farm profit of $213,132. He took a depreciation deduction that year of $22,456. According to his 2013 income tax return, his total income was $108,445, and he had a gross farm income of $355,018. He took depreciation deductions totaling $50,000. According to his 2014 income tax return, he had a total

income of $132,976, with $92,789 in depreciation expenses. Since the divorce, he had been collecting coal royalties, but he did not have complete information about the amounts. He claimed that, before the divorce, he was unaware he had any minerals rights, a claim of which the trial court was skeptical. In 2012, his coal royalties were $242,623. In May 2015, he deposited a check in the amount of $81,653.35 from a coal-mining company. He did not anticipate receiving any future coal royalties. He had bought a house for himself, which was unencumbered. He had a hobby of restoring antique cars and had spent $19,500 for this purpose. He went to Disney World once or twice a year, taking family members with him and paying their way.

¶ 15 After recounting all this evidence, the trial court denied petitioner's request to increase the amount of maintenance. The court, however, made the maintenance permanent. In its decision, the court acknowledged that keeping the maintenance at the same monthly amount ($604.15) was a considerable downward deviation from the statutory guideline (750 ILCS 5/504(b-1) (West 2014)), which the court calculated as $2,499.58 per month. Nevertheless, the court concluded that this downward deviation was warranted for the following reasons:

> "First, despite the fact that [respondent] has enjoyed multiple profitable years as a farmer, this Court recognizes the prices of commodities and crop yields will fluctuate. This fluctuation would likely result in [respondent's] income fluctuating as well. Second, while [respondent's] current situation from an operating standpoint is good, i.e., he has paid off his operating lines of credit, [he] may well incur more debt for operating capital in the future and in the ordinary course of farming. Next, [respondent's] coal royalties expired at the end of 2015 and he is

> not expected to receive additional royalties. In addition, [petitioner] will realize a gain when the former marital residence is sold. *** Finally, this Court is of the opinion that if the guideline maintenance amount was ordered, the result would not represent a reasonable approximation of the standard of living established during the parties' marriage. Rather, it would be a windfall to [petitioner], which is not and should not be the goal of a maintenance award."

So, from now on, maintenance was to be permanent rather than rehabilitative, but the monthly amount of maintenance was to remain the same: $604.15.

¶ 16 As to the remaining balance of the mortgage on the marital residence, the trial court stated as follows:

> "In its 2010 Judgment, the Court ordered [respondent] to 'satisfy' the mortgage by either making a lump sum payment or monthly payments. It is the case that [respondent] has been making monthly payments toward the mortgage balance. However, this Court cannot ignore the fact that [respondent] could have and should have already satisfied this obligation from the windfall he received from his coal royalties and farming profits. Principles of equity require this Court to order [respondent] to satisfy the mortgage on an accelerated basis."

Therefore, the court ordered respondent to "pay the mortgage on the former marital residence in full on or before December 31, 2016."

¶ 17 On March 28, 2016, respondent filed a motion to reconsider the order of March 9, 2016. He not only attacked the award of permanent maintenance, but he argued the trial court lacked authority to change its original command regarding the mortgage. He argued that, by

ordering him to pay the mortgage in full by December 31, 2016, the court impermissibly modified a provision regarding the disposition of property.

¶ 18 On May 9, 2016, the trial court denied respondent's motion for reconsideration (and also denied petitioner's motion for reconsideration, which had requested an increase in the monthly amount of maintenance). As for eliminating the option to make mortgage payments as they fell due, the court reasoned:

> "The Court's March 9 order did not modify the 2010 property disposition as it did not engraft new obligations on [respondent] concerning the mortgage pay-off. Rather, the Court was enforcing the terms of the 2010 order by determining and clarifying the rights and obligations of the parties. [Respondent's] obligation to satisfy the mortgage was nothing new. He always had the obligation to pay off the home. Like any instrument, judgments may be construed or interpreted in light of the circumstances and evidence of record. To interpret the 2010 Judgment to allow [respondent] to elect only to make monthly payments is inequitable and illogical viewed in the context of the evidence presented. [Petitioner's] Motion sought to enforce the terms of the 2010 dissolution Judgment not to modify it."

¶ 19 Respondent filed his notice of appeal on June 6, 2016.

¶ 20 II. ANALYSIS

¶ 21 A. Modifying a Provision "as to Property Disposition"

¶ 22 In the judgment of dissolution, which the trial court entered on December 15, 2010, the court awarded the marital residence to petitioner and "directed [respondent] to satisfy

the mortgage on the property in a lump sum or continue paying the mortgage until [it was] satisfied."

¶ 23 On March 9, 2016, at petitioner's request, the trial court ordered respondent to "pay the mortgage on the former marital residence in full or on or before December 31, 2016."

¶ 24 Respondent argues that, because this order to pay off the mortgage in full by the end of 2016 modified a *property disposition* instead of modifying *maintenance*, the trial court lacked jurisdiction to order this modification. The court had continuing jurisdiction to modify maintenance, upon a showing of a substantial change in circumstances (see 750 ILCS 5/510(a-5) (West 2014)), but "provisions as to property disposition" were modifiable only if the court found "the existence of conditions that justif[ied] the reopening of a judgment under the laws of this State." 750 ILCS 5/510(b) (West 2014). Those conditions are listed in *In re Marriage of Hubbard*, 215 Ill. App. 3d 113, 116-17 (1991), and none of them exist in the present case. (For example, petitioner never filed a motion for relief from judgment (735 ILCS 5/2-1401 (West 2014).)

¶ 25 Petitioner does not argue that any of the conditions of reopening a judgment exist in this case. Rather, she disputes the necessity of reopening the judgment. She argues that, instead of modifying its prior order regarding the mortgage, all the trial court did was clarify and enforce that prior order. See *Waggoner v. Waggoner*, 78 Ill. 2d 50, 53 (1979) ("[A] court in a divorce proceeding retains jurisdiction for the purpose of enforcing its decrees."); *In re Marriage of Breslow*, 306 Ill. App. 3d 41, 57 (1999) ("[A]n order will ordinarily be interpreted in the context of a subsequent enforcement proceeding.").

¶ 26 We are unconvinced by petitioner's argument. For one thing, when it came to

paying off the mortgage, the judgment of dissolution did not need clarification. It was not ambiguous. Rather, it was quite clear. Judgments are construed like contracts, and "[a] contract is ambiguous [if] the language used is reasonably susceptible to more than one meaning." *In re Marriage of Arkin*, 108 Ill. App. 3d 103, 108 (1982). The same is true of judgments. *Id.*; 50 C.J.S. *Judgments* § 741 ("A judgment is ambiguous [if] it would lead two reasonable persons to different conclusions as to its effect and meaning."). Let us look again at the relevant language in the judgment of dissolution and consider whether reasonable persons could understand this language in different ways: "[Respondent] is directed to satisfy the mortgage on the property in a lump sum or continue paying the mortgage until satisfied." Reasonable persons could understand that language in only one way: respondent shall, at his choice, either (1) pay off the remaining balance of the mortgage all at once, in a lump sum; or (2) continue making mortgage payments as they fall due, until the mortgage is eventually paid off. There was nothing to clarify.

¶ 27 Second, in its order of March 9, 2016, the trial court *modified* that plain and unambiguous provision instead of *enforcing* it. The court could have *enforced* the provision only by ordering respondent to do *what the provision said*. If the court really had enforced the provision, the court would have told respondent he had to do either (1) or (2), as the provision told him. But there was no occasion for enforcement, because he was faithfully doing (2), which was one of his options under the provision in the judgment of dissolution. Given recent developments, however, the performance of (2) no longer was satisfactory to the court (and that is understandable); therefore, the court drew a line through (2), leaving only (1). The problem is, that was a "modif[ication]" of a "[provision] as to property disposition." 750 ILCS 5/510(b) (West 2014). Because none of the conditions of reopening a judgment had been fulfilled (see

Hubbard, 215 Ill. App. 3d at 116-17), we conclude, in our *de novo* review as to this issue, that the court exceeded its statutory authority. See 750 ILCS 5/510(b) (West 2014); *Country Mutual Insurance Co. v. State Farm Mutual Automobile Insurance Co.*, 339 Ill. App. 3d 78, 81 (2003) (we interpret statutes *de novo*).

¶ 28 We question respondent's argument that the trial court exceeded its *jurisdiction*. To invoke the circuit court's subject matter jurisdiction, a party need only present a justiciable matter, *i.e.*, a "controversy appropriate for review by the court, in that it is definite and concrete, as opposed to hypothetical or moot, touching upon the legal relations of parties having adverse legal interests." *Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325, 335 (2002). This controversy is concrete enough, and it is far from hypothetical. In any event, the court exceeded its statutory authority. See 750 ILCS 5/510(b) (West 2014). Therefore, we reverse the modification that required respondent to pay off the remaining balance of the mortgage by December 31, 2016. The original, unmodifiable obligation remains: "[Respondent] is directed to satisfy the mortgage on the property in a lump sum or continue paying the mortgage until satisfied."

¶ 29 B. Modifying the Maintenance

¶ 30 1. *Our Dual Standard of Review*

¶ 31 Petitioner makes the following argument: "The trial court abused its discretion by modifying rehabilitative maintenance to permanent maintenance when there were no substantial changes in circumstances to justify that modification."

¶ 32 "An order for maintenance may be modified *** only upon a showing of a

substantial change in circumstances." 750 ILCS 5/510(a-5) (West 2014). The trial court found a substantial change in circumstances. This was the threshold factual finding the court had to make as a condition of modifying maintenance. See *id.* Contrary to petitioner's assumption, we do not decide whether that finding is an abuse of discretion. Rather, we decide whether that finding is against the manifest weight of the evidence. See *In re Marriage of Bates*, 212 Ill. 2d 489, 523 (2004) ("The standard of review of a support order is whether it is an abuse of discretion, or whether the factual predicate for the decision is against the manifest weight of the evidence."); *In re Marriage of Barnard*, 283 Ill. App. 3d 366, 370 (1996). If we conclude that, by finding a substantial change in circumstances, the court made a finding that was against the manifest weight of the evidence, our inquiry is over: we will reverse the modification of maintenance. See 750 ILCS 5/510(a-5) (West 2014). If, alternatively, we conclude that the finding is not against the manifest weight of the evidence, we then review the court's decision of "whether and by how much to modify the support ordered," a decision we will uphold unless we find it to be an abuse of discretion. *Barnard*, 283 Ill. App. 3d at 370; see also *In re Marriage of Anderson*, 409 Ill. App. 3d 191, 203 (2011) ("We note that where a party has shown a substantial change in circumstances, that allows the court to modify a maintenance award but does not require it to do so.").

¶ 33 2. *A Substantial Change in Circumstances*

¶ 34 Case law holds that, for purposes of section 510 (750 ILCS 5/510 (West 2014)), a substantial change in circumstances has occurred if either the needs of the spouse receiving maintenance have changed or the ability of the other spouse to pay maintenance has changed.

Anderson, 409 Ill. App. 3d at 198; *In re Marriage of Neuman*, 295 Ill. App. 3d 212, 214 (1998). In either event, the change must be "substantial" rather than trivial. 750 ILCS 5/510(a-5) (West 2014).

¶ 35 The trial court found that respondent's ability to pay maintenance had substantially changed since December 15, 2010, the date when the court entered the judgment of dissolution. We should uphold that factual finding unless it is "unreasonable, arbitrary, or not based on the evidence." *Eychaner v. Gross*, 202 Ill. 2d 228, 252 (2002); see also *Barnard*, 283 Ill. App. 3d at 370. Does the record contain any evidence that would reasonably support the court's finding of a substantial change in circumstances?

¶ 36 According to paragraph 13 of the judgment of dissolution, respondent "[put] forward his alleged earnings for 2010 as $52,085.16." By contrast, his income was $225,273 in 2012, $108,445 in 2013, and $375,000 in 2014 ($242,000 in coal royalties plus $133,000 in other income). We have obtained these figures for 2012 to 2014 from his own brief. At the time of the evidentiary hearing on the petition to modify maintenance, respondent had not yet filed his income tax return for 2015, but, in that year, he received at least $81,653.35 in coal royalties—and that was just coal royalties; it did not include any other income, such as farm income (which, in 2014, was $75,467). The court could reasonably find that, since 2010, respondent's ability to pay maintenance had changed and that the change was "substantial" as opposed to minor, trivial, or insignificant. 750 ILCS 5/510(a-5) (West 2014); see *Neuman*, 295 Ill. App. 3d at 214. That factual finding is not against the manifest weight of the evidence. See *Bates*, 212 Ill. 2d at 523; *Barnard*, 283 Ill. App. 3d at 370.

¶ 37 3. *The Decision To Make the Rehabilitative Maintenance Permanent*

¶ 38 Petitioner cites *In re Marriage of Reynard*, 378 Ill. App. 3d 997, 1005 (2008), in which we said: "A party's increase in income is generally not sufficient to warrant modification of a maintenance award." *Reynard* is correct. Even if the trial court finds such an increase to be a substantial change in circumstances, that finding is merely a threshold finding; it does not automatically follow that maintenance should be modified. *Anderson*, 409 Ill. App. 3d at 203. If, for example, the receiving spouse has no need of a higher amount of maintenance to enjoy the standard of living he or she enjoyed during the marriage, the court could, in its discretion, deny a modification of maintenance—even though the increase in the paying spouse's income is large enough to warrant the threshold finding of a substantial change in circumstances. See *Reynard*, 378 Ill. App. 3d at 1005. This is because when deciding whether to modify maintenance, the court has to consider a number of factors (750 ILCS 5/510(a-5) (West 2014)), and the paying spouse's income is just one of them (750 ILCS 5/504(a)(1), 510(a-5)(7) (West 2014)). Additional factors guide the court's discretion, including, but not limited to, the receiving spouse's needs (750 ILCS 5/504(a)(2) (West 2014)) and "the efforts, if any, made by the party receiving maintenance to become self-supporting, and the reasonableness of the efforts where they are appropriate" (750 ILCS 5/510(a-5)(2) (West 2014)).

¶ 39 Respondent argues that because, from 2010 to 2016, petitioner "made no effort to seek new employment that might improve her overall economic status," her evidence "failed to rise to a showing of substantial change in circumstances sufficient to justify the award of permanent maintenance." See *In re Marriage of Hucker*, 259 Ill. App. 3d 551, 555 (1994) ("The party seeking modification of maintenance has the burden of showing there has been a

substantial change in circumstances.").

¶ 40 The trouble here is that respondent blurs together two separate and distinct questions ("a showing of substantial change in circumstances sufficient to justify the award of permanent maintenance"). We already have addressed the first question: we have concluded that the factual finding of a substantial change in circumstances is not against the manifest weight of the evidence. We proceed, then, to the next question: whether the trial court abused its discretion by modifying the maintenance so as to make it permanent. See *Bates*, 212 Ill. 2d at 523; *Barnard*, 283 Ill. App. 3d at 370. In making that decision, the court was to consider the 14 factors in section 504(a) (750 ILCS 5/504(a) (West 2014)) as well as the 9 factors in section 510(a-5) (750 ILCS 5/510(a-5) (West 2014)), and no single factor was to be determinative (*In re Marriage of Heroy*, 385 Ill. App. 3d 640, 651 (2008); *In re Marriage of Murphy*, 359 Ill. App. 3d 289, 304 (2005)).

¶ 41 One of the statutory factors is "the reasonableness" of petitioner's "efforts *** to become self-supporting." 750 ILCS 5/510(a-5)(2) (West 2014). Let us say, hypothetically, that we agreed with respondent when he argues: "[T]o allow a party in a dissolution of marriage proceeding seeking permanent maintenance to simply say 'I cannot get a better job' without evidence of ever seeking such a job is contrary to the intent of the Dissolution of Marriage Act." Let us say that we reversed the trial court's decision and justified the reversal by holding that petitioner's efforts to become self-sufficient had been less than reasonable, in that, although she had been holding down two jobs, she should have looked for more lucrative employment. The reversal would be vulnerable to a couple of powerful criticisms.

¶ 42 First, we would be making a new assessment of reasonableness. Reasonableness

is a question of fact rather than a question of law, unless reasonable minds could not differ. *Gerwin v. Livingston County Board*, 345 Ill. App. 3d 352, 362 (2003). The reasonableness of petitioner's efforts to become self-supporting is part of "the factual predicate for the decision" whether to modify maintenance, and instead of redetermining the factual predicate, we should confine ourselves to deciding whether it is against the manifest weight of the evidence. *Bates*, 212 Ill. 2d at 523. Unless we can say, without exaggeration, that *all* reasonable persons would regard petitioner's efforts as less than reasonable, we should defer to the trial court's finding that her efforts were reasonable enough. See *Baker v. Daniel S. Berger, Ltd*., 323 Ill. App. 3d 956, 963 (2001). Petitioner has not been idle. Far from it, she has worked two jobs: a full-time job at the Sangamon County State's Attorney's office and a part-time job at Hobby Lobby. In the trial court, she gave an explanation for not trying to find a higher-paying job: she was vested at Sangamon County, and, at age 52, she did not want to have to "wait another [10] years to be vested," as she believed she would have to do if she changed employment. Not every reasonable person would be dissatisfied with that explanation. See *id.*

¶ 43 The second criticism that could be leveled against a reversal is that, no matter how reasonable or unreasonable petitioner's efforts might have been, this was only one of the factors that were supposed to guide the trial court's discretion. See 750 ILCS 5/510(a-5) (West 2014). We must refrain from making that factor determinative; we must allow plenty of room for a complex and nuanced exercise of discretion. See *Murphy*, 359 Ill. App. 3d at 304. "The standard of review of a support order is whether it is an abuse of discretion ***." *Bates*, 212 Ill. 2d at 523. This is the most deferential standard of review recognized by the law. *Gulino v. Zurawski*, 2015 IL App (1st) 131587, ¶ 64. The trial court abused its discretion only if its

decision was arbitrary or "clearly against logic." *State Farm & Casualty Co. v. Leverton*, 314 Ill. App. 3d 1080, 1083 (2000). To reverse the decision as an abuse of discretion, we would have to be able to say that the trial court failed to use "conscientious judgment" or that the trial court "exceeded the bounds of reason and ignored recognized principles of law," thereby causing "substantial prejudice." *Id.*

¶ 44 In its decision to make the maintenance permanent, the trial court could not be fairly accused of those shortcomings. Instead of arbitrarily making its decision, the court considered, among other factors, "the income and property of each party" (750 ILCS 5/504(a)(1) (West 2014)); "the needs of each party" (750 ILCS 5/504(a)(2) (West 2014)); "the realistic present and future earning capacity of each party" (750 ILCS 5/504(a)(3) (West 2014)); "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" (750 ILCS 5/504(a)(4) (West 2014)); "the standard of living established during the marriage" (750 ILCS 5/504(a)(6) (West 2014)); "the duration of the marriage" (750 ILCS 5/504(a)(7) (West 2014); and "the efforts, if any, made by the party receiving maintenance to become self-supporting, and the reasonableness of the efforts where they are appropriate." 750 ILCS 5/510(a-5)(2) (West 2014). The argument could be made that, to be ideally reasonable, petitioner's efforts should have included sending out more résumés, in case there was an employment opportunity out there that would have been too good to pass by despite the 10 years she had already spent at the Sangamon County State's Attorney's office to become vested. The court could have decided, however, that her efforts had been reasonable enough. She could not be suspected of bad faith. Staying at the State's Attorney's

office made sense, since she was 52 years old and vested.

¶ 45 III. CONCLUSION

¶ 46 For the foregoing reasons, we affirm the trial court's judgment in part and reverse it in part. We reverse the modification whereby the court required respondent to pay off the mortgage by December 31, 2016, as opposed to the original provision that he could, at his choice, make the mortgage payments as they fell due or pay off the mortgage in a lump sum. Otherwise, we affirm the trial court's judgment.

¶ 47 Affirmed in part and reversed in part.