THIRD DIVISION
June 26, 2019

Nos. 1-18-0784, 1-18-1312 and 1-18-1833, Consolidated

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

In re THE MARRIAGE OF	)	Appeal from the
	)	Circuit Court of
JANE FIORE,	)	Cook County.
	)	
Petitioner-Appellee,	)	
	)	
v.	)	No. 14 D 331022
	)	
STEVEN FIORE, as Special Administrator of	)	Honorable
	)	Alfred L. Levinson
Respondent-Appellant.	)	Judge Presiding.

JUSTICE HOWSE delivered the judgment of the court.
Presiding Justice Fitzgerald Smith and Justice Ellis concurred in the judgment.

ORDER

¶ 1 *Held*: We affirm the judgment of the circuit court of Cook County. Petitioner's "Verified First Amended Petition for Reimbursement of Marital Debt" requesting reimbursement for obligations ordered by the parties' marital settlement agreement which was incorporated into their August 17, 2017 dissolution judgment sought enforcement not modification of the judgment; therefore the trial court had jurisdiction to enforce the marital settlement agreement more than 30 days after entry of judgment; the reimbursement requested by petitioner was not barred by merger; and the trial court did not improperly consider parol evidence when interpreting the parties' obligations under their marital settlement agreement.

¶ 2 This case turns on the interpretation of the provisions contained within the parties' marital settlement agreement incorporated in their August 17, 2017 dissolution judgment. The trial court

granted petitioner's "Verified First Amended Petition for Reimbursement of Marital Debt" seeking reimbursement from respondent for his share of the parties' obligation on an expense of a business property pursuant to the terms of their marital settlement agreement. The trial court found that the parties' marital settlement agreement required respondent to reimburse petitioner the sum of $8,195.39. Respondent appealed arguing that (1) the trial court did not have jurisdiction as petitioner's petition sought modification and not enforcement of the parties' marital settlement agreement more than 30 days after the entry of the dissolution judgment; (2) all claims merged into the parties' judgment and therefore petitioner was barred from raising her claim for reimbursement of the expense incurred prior to the entry of the dissolution judgment; and (3) the trial court erred by improperly considering parol evidence where the parties' marital settlement agreement is unambiguous. We affirm the trial court's March 8, 2018 judgment and the trial court's May 21, 2018 and July 23, 2018 orders to the extent that they grant petitioner's Petition and deny respondent's motion to reconsider the March 8, 2018 judgment.

¶ 3 BACKGROUND

¶ 4 This appeal stems from a post-decree dissolution action filed by petitioner Jane Fiore seeking reimbursement from her former spouse, respondent Steven Fiore, for half the payment made by petitioner toward unpaid association dues on a commercial property owned during the marriage located at 249 E. Prospect Avenue, Mt. Prospect, Illinois (Prospect Property).

¶ 5 On August 17, 2017, a judgment dissolving the parties' marriage was entered incorporating by reference the parties' marital settlement agreement (Agreement).

¶ 6 The Agreement details how assets, debts, and expenses are to be divided between the parties to include the Prospect Property and a TCF Bank account tied to the property. With respect to the Prospect Property the Agreement states in pertinent part as follows:

"7.2 21-23 Broadway, Des Plaines, Illinois and 249 E. Prospect Ave Mt. Prospect, Illinois properties. Both the 21-23 Broadway Mt. Prospect and 249 E. Prospect properties shall be auctioned by a company selected by Rally. After the sale of either or both of the properties the net proceeds as defined as the gross sale price less customary and reasonable costs of sale shall be divided equally between the parties. *All expenses associated with maintaining one or both of the properties including the payment of taxes, repairs, and the like until the properties are sold shall be equally divided by the parties.* ***." (Emphasis added).[1]

¶ 7 Section 5.14 of the Agreement provides for the division of the TCF Bank account ending in numbers 6395 (TCF Account), the bank account for the Prospect Property, and states as follows:

"5.14 TCF Account #6395. Said account had a balance of $71,012.29 as of July 2014 and has a balance of $52,079.55 as of June 30, 2017. Sixty-four percent of the $52,079.55 shall be divided equally between the parties. The remainder of the 36% is awarded to Ted Ekhardt."[2]

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[1] Rally, formally Rally Management Services, was appointed by the trial court during the pre-decree dissolution case on September 2, 2016 as receiver for purposes of protecting and preserving various assets of the marital estate.

[2] On September 14, 2017, the parties entered an agreed order specifying that the TCF Account would be divided so that the parties equally split 64% of the account balance and Ted Eckhardt would receive 36% of the account balance.

¶ 8 Section D of the dissolution judgment provides for the continued jurisdiction of the Circuit Court of Cook County for enforcement purposes and states in relevant part as follows:

> "D. This Court expressly retains jurisdiction of this cause for the purposes of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the parties hereto as set forth herein."

¶ 9 On February 5, 2018, petitioner filed her "Verified First Amended Petition for Reimbursement of Marital Debt" pursuant to sections 504 (750 ILCS 5/504 (West 2018)), 511 (750 ILCS 5/511 (West 2018)), and 508(b) (750 ILCS 5/508(b) (West 2018)) of the Illinois Marriage and Dissolution of Marriage Act (Act).

¶ 10 The Petition seeks reimbursement from respondent in the amount of $8,195.39 which is 50% of the amount paid by petitioner to Thomas Eckhardt (Eckhardt)[3] to resolve the parties' outstanding obligation for 19 months of unpaid association dues on the Prospect Property from March 2014 through October 2015.

¶ 11 Respondent filed his response to the Petition and affirmative matters on February 15, 2018 admitting that the parties obtained a 64% marital interest in the Prospect Property with Eckhardt owning the remaining 36% interest. Respondent also admitted that an association was formed by the parties and Eckhardt relative to the Prospect Property which required them to pay monthly dues into a bank account which was subsequently divided pursuant to the terms of the parties' Agreement. Respondent also affirmatively plead the following: (1) the monies paid by petitioner to Eckhardt were not owed or did not account for monies Eckhardt owed for items to

[3] Also referred to as Ted Eckhardt in the Agreement and September 14, 2017 order.

include work done by him on the Prospect Property; (2) the circuit court of Cook County did not have jurisdiction to modify the terms of the dissolution judgment; (3) petitioner did not obtain respondent's consent to pay Eckhardt and therefore should be estopped from seeking reimbursement; (4) the Petition fails to cite a provision within the judgment which can be enforced to require respondent to reimburse her; (5) the Petition is deficient as a matter of law; (6) the Petition attempts to modify a non-modifiable judgment; (7) the court cannot take parol evidence unless there is a finding that the judgment is ambiguous; (8) because the debt was known to the parties but not included in the judgment the claim merged into the judgment acting to bar petitioner from reimbursement; (9) the terms of the Agreement are clear that Eckhardt was to receive a certain percentage of the TCF Account and parol evidence should not be considered; (10) petitioner should be barred by the doctrine of laches because when the judgment was entered petitioner claimed money was owed to Eckhardt but agreed to divide the TCF account giving Eckhardt a specific percentage after which she directly paid Eckhardt and sought reimbursement from respondent; and (11) respondent detrimentally relied on the terms of the judgment and thus petitioner should be estopped from obtaining reimbursement from him.

¶ 12 On March 7, 2018, a hearing was held on petitioner's Petition. Respondent was not present in court appearing only through counsel. No witnesses testified on respondent's behalf. The uncontroverted trial testimony of petitioner and Eckhardt established the following facts relating to the Prospect Property. The Prospect Property is a multiunit office building with a shared common area. The parties together owned 64% of the building and Eckhardt owned the remaining 36% with his wife, Melinda Eckhardt. Eckhardt and the parties formed an association and agreed to pay monthly dues toward common area expenses in an amount approximately proportionate to their respective interest in the Prospect Property. The amount of the dues were

determined based on a set budget. In November of 2014, the parties' dues totaled $2,445.50 a month and Eckhardt's dues totaled $1,375.50 per month. Each month the dues were paid into the TCF Account. In February 2014, respondent took over the Prospect Property books at which time he unilaterally stopped paying the monthly dues for a period of 19 months. During this 19 month period Eckhardt continued to pay his share of the dues into the TCF Account. For a period of approximately three years Eckhardt had not received the Prospect Property financial records to include the TCF Account statements. Sometime after a receiver was appointed in the parties' dissolution action, that receiver tendered the TCF Account statements to Eckhardt whereupon Eckhardt discovered that the parties had not paid their share of the dues for a period of 19 months.

¶ 13 The parties entered into an Agreement incorporated into the dissolution judgment on August 17, 2017. Pursuant to section 7.2 of the Agreement the parties are to equally share all expenses associated with maintaining the Prospect Property. Additionally, the Agreement and a subsequent order directed the parties to divide the TCF Account where dues from the Prospect Property were deposited, with the parties equally dividing 64% of the account and Eckhardt receiving the remaining 36%. The TCF Account was divided pursuant to the terms of the Agreement and subsequent order.

¶ 14 In November 2017, petitioner received correspondence from Eckhardt's attorney seeking payment for the parties' outstanding share of the Prospect Property dues stating that Eckhardt would file a lawsuit if the outstanding amounts were not paid. To avoid a lawsuit, on November 22, 2017, petitioner wrote a check to Eckhardt from her nonmarital bank account for the amount

of $16,390.77. Though this figure was less than the amount owed by the parties for association dues[4], Eckhardt agreed to accept the funds in full satisfaction of the parties' obligation.

¶ 15 At the conclusion of the hearing, the trial court made an oral ruling which was memorialized in its March 8, 2018 order. The order states in relevant part as follows:

> "3) After an evidentiary hearing STEVEN shall pay to JANE the sum of $8,195.39 upon the sale of the 249 building from his share of the proceeds for the reasons stated on the record.
>
> * * *
>
> 5) Based on the evidence presented to the Court through testimony of Jane Fiore and Eckhardt's testimony and proof of payment and exhibits presented the Court further finds that all obligation with regard to 249 E. Prospect Avenue Business Center Condominium Association have been paid to Ted Eckhardt, and Ted Eckhardt and/or Melinda Eckhardt, is waiving any further claims in regard to the Association against JANE FIORE and/or STEVEN FIORE in consideration of the payment made to Ted Eckhardt by JANE.
>
> 6) This is a final and appealable order and there is no just reason to delay its enforcement."

[4] Because the TCF Account had been divided with Eckhardt receiving 36% of the account's balance, the parties would owe Eckhardt an additional $16,727.22 for the 19 months of unpaid association dues (.36 * (19 * $2,445.50)).

¶ 16 On April 4, 2018, respondent filed a Notice of Appeal with respect to the March 8, 2018 order. On April 6, 2018, respondent filed an Amended Notice of Appeal with respect to the March 8, 2018 order.

¶ 17 On April 6, 2018, respondent filed a motion to reconsider the March 8, 2018 order. The trial court entered an order on May 21, 2018 granting respondent's motion to reconsider and requiring petitioner to obtain a general release from Eckhardt, his wife, and the Prospect Property association as to any remaining funds owed by the parties relating to the Prospect Property.

¶ 18 On June 14, 2018, petitioner filed a motion to clarify the May 21, 2018 order as to respondent's obligation to pay petitioner the $8,195.39.

¶ 19 On June 15, 2018, respondent filed a Notice of Appeal with respect to the May 21, 2018 order.

¶ 20 On July 23, 2018, the trial court entered an order clarifying its May 21, 2018 order to state that respondent's April 6, 2018 motion to reconsider was granted in part in that petitioner was required to obtain a release for both parties and denied in part because respondent was still required to pay petitioner the $8,195.39.

¶ 21 On August 22, 2018, respondent filed a Notice of Appeal relative to the July 23, 2018 order.

¶ 22 All three appeals were consolidated.

¶ 23 ANALYSIS

¶ 24 On appeal, respondent argues that the trial court erred (1) in exercising jurisdiction when it granted petitioner's Petition; (2) by requiring respondent to reimburse petitioner in the amount of $8,195.39 because the debt, having been known to the parties prior to the entry of the dissolution judgment, was barred, the claim having merged into the judgment upon its entry; and

(3) in allowing parol evidence when there was no ambiguity in the judgment. This case is taken on respondent's brief only.

¶ 25 Appellate Jurisdiction

¶ 26 Although no question is raised concerning our jurisdiction, we must consider the matter *sua sponte*. *People v. Schram*, 283 Ill. App. 3d 1056, 1060 (1996). We review the question of our appellate jurisdiction *de novo*. *In re Marriage of Padilla and Kowalski*, 2017 IL App (1st) 170215, ¶ 13.

¶ 27 Illinois Supreme Court Rule 304(a) allows for the appeal of a final judgment that does not dispose of an entire proceeding where "the trial court has made an express written finding that there is no just reason for delaying either enforcement or appeal or both." Ill. Sup. Ct. R. 304(a) (eff. March 8, 2016).

¶ 28 Illinois Supreme Court Rule 303 provides for the timing of a notice of appeal where a postjudgment motion has been filed and states in relevant part as follows:

> "(2) When a timely postjudgment motion has been filed by any party, whether in a jury case or a nonjury case, a notice of appeal filed before the entry of the order disposing of the last pending postjudgment motion *** becomes effective when the order disposing of said motion or claim is entered. A party intending to challenge an order disposing of any postjudgment motion ***, or a judgment amended upon such motion, must file a notice of appeal, or an amended notice of appeal within 30 days of the entry of said order or amended judgment, but where a postjudgment motion is denied, an appeal from the judgment is deemed to include an appeal from the denial of the postjudgment motion. No request for reconsideration of a ruling on a postjudgment motion will toll the running of the time within which a notice of appeal must be filed under this rule." Ill. Sup. Ct. R. 303(2) (eff. July 1, 2017).

¶ 29 The circuit court has jurisdiction to act on a timely filed postjudgment motion even if the motion is filed after a notice of appeal. *John G. Phillips & Associates v. Brown*, 197 Ill. 2d 337,

343 (2001). Moreover, a new notice of appeal is only required where a postjudgment motion is granted and the court awards new relief. *Hollywood Blvd. v. Cinema, LLC*, 2014 IL App (2d) 131165, ¶ 23. Where a postjudgment order leaves a portion of the judgment undisturbed, the original notice of appeal will apply to the undisturbed portion of the original judgment. *Id*. Where the judgment order contains a Rule 304(a) finding the filing of a posttrial motion will not invalidate the prior Rule 304(a) finding or necessitate a second Rule 304(a) finding in the order disposing of the posttrial motion. See *Mostardi-Platt Associates v. American Toxic Disposal, Inc.*, 182 Ill. App. 3d 17, 20 (1989) (Rule 304(a) finding in the final judgment but not in the posttrial motion order.)

¶ 30 The trial court's March 8, 2018 order expressly stated that "[t]his is a final and appealable order and there is no just reason to delay its enforcement" and, as such, Rule 304(a) was clearly intended to be invoked. See Ill. Sup. Ct. R. 304(a) (eff. March 8, 2016). The trial court maintained jurisdiction to address respondent's timely filed April 6, 2018 motion to reconsider the March 8, 2018 order despite his earlier filing of a notice of appeal on April 4, 2018 relative to the March 8, 2018 order. See *John G. Phillips & Associates*, 197 Ill. 2d at 343.

¶ 31 Respondent's April 6, 2018 motion to reconsider sought reconsideration of the trial court's order requiring respondent to pay petitioner the sum of $8,195.39 or, in the alternative, asked that petitioner be required to indemnify respondent for any liability to Eckhardt and his wife in relation to the Prospect Property. On May 21, 2018, the trial court entered an order on respondent's motion to reconsider stating that the "motion to reconsider filed by Steven Fiore is granted, and Jane Fiore is ordered to obtain a general release for Steven and Jane from Ted Eckhardt in regards to MN Partnership, the 249 association and in regards to Ted Eckhardt and his wife individually."

¶ 32 On June 15, 2018, respondent filed a notice of appeal with respect to the May 21, 2018 order.

¶ 33 In response to a motion to clarify filed by petitioner on June 14, 2018 the trial court entered an order on July 23, 2018 as follows:

> "The May 21, 2018 order is clarified in that Steve Fiore's Motion to Reconsider is granted in part and denied in part concerning Ted Eckhardt's payment made by Jane Fiore. Steve's motion is granted in that Jane shall obtain a release for both parties but denied in the request that Steve not be required to pay $8,195.39. Steve still is required to pay the $8,195.39 pending appeal."

¶ 34 On August 22, 2018, respondent filed a notice of appeal with respect to the July 23, 2018 order.

¶ 35 The three appeals were subsequently consolidated.

¶ 36 To the extent that the March 8, 2018 order was left undisturbed by the posttrial motions, namely respondent's obligation to pay petitioner $8,195.39 from his share of the Prospect Property proceeds, this court has jurisdiction to hear the appeal pursuant to respondent's April 4, 2018 notice of appeal. With respect to the new relief obtained in the order of May 21, 2018 as clarified by the order of July 23, 2018, this court has jurisdiction pursuant to respondent's notices of appeal dated June 15, 2018 and August 22, 2018. See *Mostardi-Platt Associates*, 182 Ill. App. 3d at 20; see also *Hollywood Blvd.*, 2014 IL App (2d) 131165, ¶ 23. Having confirmed our jurisdiction, we turn to the issues on appeal.

¶ 37 Standard of Review

¶ 38 Respondent first argues that the trial court did not have jurisdiction to grant petitioner's Petition filed more than 30 days after the entry of the parties' Agreement because the March 8,

2018 order was a modification of the parties' Agreement not an enforcement of the Agreement as the trial court found. The trial court's jurisdiction over a modification to a marital settlement agreement is a question of law reviewed *de novo*. *In re Marriage of O'Malley*, 2016 IL App (1st) 151118, ¶ 42. However, a court's enforcement of a judgment is reviewed for an abuse of discretion. *In re Marriage of Irvine*, 215 Ill. App. 3d 629, 634 (1991).

¶ 39 The trial court's jurisdiction in a dissolution proceeding is limited to that conferred by statute. *Id*. ¶ 11. The property provisions in a marital settlement agreement become nonmodifiable 30 days from the agreement's entry absent some element of fraud, coercion, or misrepresentation warranting the reopening of the agreement. *In re Marriage of O'Malley*, 2016 IL App (1st) 151118, ¶ 42. Unlike modification proceedings, a trial court has indefinite jurisdiction to enforce the terms of the judgment incorporating a marital settlement agreement. *Id*. Accordingly, we must first determine whether the trial court's March 8, 2018 order was a modification or enforcement of the parties' Agreement which requires an examination of section 7.3 of the Agreement relating to the parties' obligation for expenses of the Prospect Property. The interpretation of a marital settlement agreement is a question of law reviewed *de novo*. *Blum v. Koster*, 235 Ill. 2d 21, 33 (2009).

¶ 40 For the following reasons we conclude the trial court's March 8, 2018 order was an order enforcing the terms of the Parties' Agreement and not a modification of the judgment.

¶ 41 Marital Settlement Agreement

¶ 42 The rules of contract interpretation apply to the provisions of a dissolution judgment and our primary objective is to carry out the parties' purpose and intent. *In re Marriage of Figliulo*, 2015 IL App (1st) 140290, ¶ 13. When the terms of the agreement are unambiguous, the parties' intent is determined from the plain and ordinary meaning of those terms, but where the

agreement is ambiguous, the trial court may consider extrinsic evidence to determine the parties' intent. *Id*.

¶ 43 The trial court has indefinite jurisdiction to enforce the terms of a marital settlement agreement and, as such, the trial court had jurisdiction over the enforcement proceeding initiated by petitioner. *In re Marriage of O'Malley*, 2016 IL App (1st) 151118, ¶ 42. Moreover, the parties' August 17, 2017 dissolution judgment expressly provides the circuit Court of Cook County retains jurisdiction for the purposes of enforcing the terms of the parties' Agreement. Here, petitioner sought reimbursement from respondent in the amount of $8,195.39 for his 50% share of the payment made by petitioner to Eckhardt for outstanding Prospect Property association dues. Petitioner cites section 7.2 of the parties' Agreement which specifically states that "[a]ll expenses associated with maintaining the [Prospect Property] including the payment of taxes, repairs, and the like until the [property] is sold shall be equally divided."

¶ 44 The Agreement provides that the parties are to equally share the cost of "*all expenses*" associated with maintaining the Prospect Property. An expense is defined as an "expenditure of money, time, labor, or resources to accomplish a result." Black's Law Dictionary (10th ed. 2014). In his brief, respondent agrees that the terms of the parties' Agreement are unambiguous. Respondent also admits that an association was formed between the parties and Eckhardt which required them to pay monthly dues for the Prospect Property. It was the undisputed testimony at trial that these funds were used to pay common area bills and to maintain common area elements of the Prospect Property. Accordingly, the monthly association dues are an expense of the Prospect Property and the Agreement provides that all such expenses are to be equally shared by the parties. Thus, petitioner's Petition seeking reimbursement from respondent for the

association dues she paid to Eckhardt was an enforcement of the parties' Agreement and not a modification.

¶ 45 Moreover, petitioner sufficiently established that she was entitled to reimbursement pursuant to section 7.2 of the parties' Agreement. Uncontroverted evidence was introduced that (1) respondent unilaterally decided to stop paying the association dues and failed to make 19 payments from March 2014 through October 2015; (2) as a result of respondent's actions, in November 2017 petitioner received correspondence from Eckhardt through his counsel threatening litigation if the association dues were not paid; and (3) on November 22, 2017, petitioner paid to Eckhardt the sum of $16,390.77, an amount less than what was owed, but which Eckhardt accepted in full satisfaction of the parties' obligation for association dues on the Prospect Property. Respondent introduced no evidence to refute the existence of the parties' obligation to Eckhardt or to establish specific setoffs that might reduce the outstanding obligation. In this case, the trial court enforced the terms of the settlement agreement and did not modify the judgment. Accordingly the court had jurisdiction to order respondent to reimburse petitioner the sum of $8,195.39.

¶ 46 Merger

¶ 47 Respondent next argues that petitioner is barred from seeking reimbursement under the Agreement for expenses that were incurred by the parties prior to the entry of their August 17, 2017 dissolution judgment incorporating their Agreement because these claims, having existed prior to the entry of judgment and being known to the parties at the time, were merged into the parties' judgment. For reasons similar to those discussed above, we disagree with respondent. This court previously addressed the concept of merger stating:

> "the effect of a compromise, which is defined as 'an arrangement arrived at either in court or out of court, for settling a dispute on what appear to the parties to be equitable terms, having regard to the uncertainty they are in regarding the facts, or the law and the facts together * * *.' [Citation.] Because they promote peace and discourage needless litigation, public policy favors compromises and settlements, and a presumption of validity arises when they are created [citation] and in the absence of mistake or fraud, the agreement is conclusive on the parties as to all matters included therein [citation]. A valid compromise is in the nature of a contract and operates as a merger of all included claims, as well as a bar thereto. [Citation.]" *In re Marriage of Wilder*, 122 Ill. App. 3d 338, 357–58 (1983).

¶ 48 The parties' unambiguous Agreement requires that they share equally in "*all expenses*" associated with maintaining the Prospect Property. The association dues are an expense of the Prospect Property. Petitioner is not seeking enforcement of a new claim not addressed in the parties' Agreement, but a claim that is accounted for within the language negotiated by the parties in section 7.2 of their Agreement requiring that "*all expenses*" of the Prospect Property be equally shared. See *Wessel v. Gleich*, 33 Ill. App. 3d 204, 208 (1975) (Where a court approves a settlement all included claims and causes of action are merged to bar further proceedings.); see also *Knoll v. Swanson*, 92 Ill. App. 2d 398, 404 (1968) (Where a valid settlement agreement is made, it merges all included claims and causes of action and is effectively a bar to any further prosecution of such claims in any litigation.) Nothing in the parties' Agreement requires the expense to have occurred after the entry of their Agreement. Respondent, now dissatisfied with the broad language of the settlement terms, seeks to pin petitioner with an obligation he created and she was forced to rectify or possibly be sued. It is undisputed that the 19 Prospect Property

association dues payments were outstanding as of the date of the 2017 dissolution judgment. However, because the Agreement addresses this obligation by requiring the parties to share all expenses of the Prospect Property, this fact has no impact on our decision. Pursuant to the uncontroverted trial testimony, respondent controlled the checking account and unilaterally decided not to make the 19 payments of association dues. Thus, when respondent agreed with petitioner that they would equally share "*all expenses*" of the Prospect Property, he was aware of the obligation and the fact that he would be responsible for half of the expense under the Agreement. Respondent presented no evidence to refute plaintiff's testimony that the 19 payments were due and not subject to any setoffs. Respondent admits that on November 22, 2017, plaintiff paid Eckhardt $16,390.77. Respondent offered no evidence to contradict petitioner's evidence that this payment was negotiated in satisfaction of the parties' outstanding obligation to Eckhardt for Prospect Property association dues and specifically to avoid legal action threatened by Eckhardt through his attorney. The fact remains that respondent and petitioner obligated themselves to equally share all expenses of the Prospect Property. On November 22, 2017, there was an expense owing on the Prospect Property which petitioner paid. Half of this expense is respondent's obligation pursuant to section 7.2 of the parties' Agreement and thus petitioner is entitled to reimbursement.

¶ 49 Parol Evidence

¶ 50 Respondent finally argues that the trial court improperly considered parol evidence. While we agree with respondent that the parties' Agreement is clear and unambiguous thus prohibiting the use of parol evidence (*In re Marriage of Figliulo*, 2015 IL App (1st) 140290, ¶ 13) we do not agree that such evidence was considered by the trial court nor does respondent cite to a specific instance where such evidence was considered. Parol evidence is "[e]vidence of oral

statements." Black's Law Dictionary (10th ed. 2014). Extrinsic evidence, also referred to as parol evidence, is "[e]vidence relating to a contract but not appearing on the face of the contract because it comes from other sources, such as statements between the parties or the circumstances surrounding the agreement. Extrinsic evidence is usually not admissible to contradict or add to the terms of an unambiguous document ***." *Id*. No such evidence was reviewed by the trial court. Uncontroverted testimony supporting the trial court's decision included that (1) there existed monthly association dues owed by the parties and Eckhardt on the Prospect Property to maintain common area expenses, (2) the parties' failed to make 19 payments for association dues where Eckhardt made all his payments, and (3) on November 22, 2017, petitioner satisfied the parties' obligation owing to Eckhardt resulting from the parties' failure to pay their association dues. This evidence did not contradict any provision of the parties' Agreement, but merely supported petitioner's claim that there was an expense on the Prospect Property which was owed to Eckhardt and paid by petitioner necessitating reimbursement by respondent pursuant to section 7.2 of the parties' Agreement which requires the parties to equally share all expenses of the Prospect Property. Moreover, even if respondent's parol evidence argument was valid, the argument is waived as respondent failed to make a contemporaneous trial objection to the offending evidence. Ill. R. Evid. 103(b) (eff. Oct. 15, 2015).

¶ 51 We note that neither party raises any issue with the trial court's May 21, 2018 order granting respondent's motion to reconsider in part to require petitioner to obtain a general release and therefore we do not address the portions of the trial court's orders relating to this provision.

¶ 52 CONCLUSION

¶ 53 For the foregoing reasons, the judgment of the circuit court of Cook County is affirmed.

¶ 54 Affirmed.