

APPELLATE COURT OF ILLINOIS, FOURTH DISTRICT

In re Marriage of Escamilla

2026 IL App (4th) 250366 · No. 4-25-0366 · Decided May 22, 2026

SUMMARY

The Illinois Appellate Court, Fourth District, held that a premarital agreement did not explicitly waive the petitioner’s statutory right to seek maintenance. The agreement waived interests in the respondent’s property and estate but did not mention maintenance, spousal support, or alimony. The court reversed the Lee County circuit court’s declaratory judgment and remanded for further proceedings.

CASE DETAILS

COURT	Appellate Court of Illinois, Fourth District
WRITING FOR THE COURT	Justice Lannerd; Presiding Justice Steigmann; Justice Knecht
JURISDICTION	Illinois Appellate Court, Fourth District
DECIDED	May 22, 2026
DOCKET	4-25-0366
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Petitioner appealed a declaratory judgment entered in a dissolution-of-marriage proceeding construing a premarital agreement as waiving her right to seek maintenance.
STANDARD OF REVIEW	De novo review applies to the interpretation of a premarital agreement and the related questions of contract law and statutory interpretation.
PRECEDENTIAL VALUE	Published Illinois Appellate Court opinion; precedential
PARTIES	Elizabeth A. Escamilla v. Dana Escamilla

TOPICS

- prenuptial agreements
- spousal support
- contract interpretation
- statutory interpretation
- appellate procedure

PRACTICE AREAS

- family law
- domestic relations
- premarital agreements
- spousal support

QUESTIONS PRESENTED

1. Whether a premarital agreement must expressly waive a spouse's statutory right to seek maintenance under Illinois law.
2. Whether a premarital agreement waiving an interest in the other spouse's property or estate constitutes an explicit waiver of the right to seek statutory maintenance.
3. Whether the circuit court correctly entered a declaratory judgment construing the agreement as waiving maintenance.

HOLDINGS

1. Because maintenance is an important statutory right, a waiver of the right to seek statutory maintenance must be explicit.
2. The premarital agreement did not expressly waive Elizabeth's right to seek statutory maintenance because it was silent on maintenance and contained no reference to spousal support, alimony, or a synonymous term.

KEY QUOTATIONS

“We conclude that maintenance is an important statutory right that must be expressly waived.” (¶ 20)

“We conclude that she did not.” (¶ 25)

“Because we conclude petitioner did not explicitly waive her right to seek statutory maintenance by a valid premarital agreement, we reverse the trial court’s declaratory judgment and remand for further proceedings.” (¶ 28)

FACTUAL BACKGROUND

The parties married in 2007 and executed a premarital agreement that stated the wife waived any right, title, or interest she might acquire in the husband's property or estate by reason of the marriage. The agreement did not expressly mention maintenance, spousal support, or alimony, and did not define property. During the dissolution proceeding, Elizabeth sought maintenance, alleging insufficient property and income and additional caregiving responsibilities for a child with special needs. Dana argued that the agreement's property and estate waiver barred maintenance.

PROCEDURAL HISTORY

Elizabeth Escamilla filed a petition for dissolution of marriage and sought maintenance. Dana Escamilla asserted that a 2007 premarital agreement waived her right to maintenance. The Lee County circuit court entered a declaratory judgment concluding that the agreement validly waived both parties' rights to seek maintenance, while reserving a separate hardship issue under section 7(b) of the Illinois Uniform Premarital Agreement Act. Elizabeth appealed.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The circuit court must conduct further proceedings consistent with the conclusion that the premarital agreement did not explicitly waive Elizabeth's right to seek statutory maintenance.

CASES CITED

- In re Marriage of Turano Solano, 2019 IL App (2d) 180011, ¶ 73
- In re Marriage of Woodrum, 2018 IL App (3d) 170369, ¶¶ 53, 108
- In re Marriage of Best, 228 Ill. 2d 107, 118 (2008)
- Dowd & Dowd, Ltd. v. Gleason, 181 Ill. 2d 460, 479 (1998)
- Norman v. U.S. Bank National Ass'n, 2020 IL App (1st) 190765, ¶ 23
- Ryder v. Bank of Hickory Hills, 146 Ill. 2d 98, 104-05 (1991)
- Gallagher v. Lenart, 226 Ill. 2d 208, 239-40 (2007)
- In re Marriage of Cullman, 185 Ill. App. 3d 1029 (1989)
- In re Marriage of Watson, 2016 IL App (2d) 141247-U, ¶ 24
- In re Marriage of Kolessar, 2012 IL App (1st) 102448, ¶ 20