

2026 IL App (2d) 250488-U
No. 2-25-0488
Order filed August 25, 2026

NOTICE: This order was filed under Illinois Supreme Court Rule 23(b) and is not precedential except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

In re MARRIAGE OF DANIELLE E. NITSCHKE, Petitioner-Appellee,

and

JOHN A. BOSCH, JR., Respondent-Appellant.

Appeal from the Circuit Court of Kane County.
Honorable Alice C. Tracy, Judge, Presiding.
No. 23-DN-542

JUSTICE MULLEN delivered the judgment of the court.
Justices McLaren and Birkett concurred in the judgment.

ORDER

¶ 1 *Held:* (1) Section 3 of the Illinois Uniform Premarital Agreement Act (750 ILCS 10/3 (West 2022)) does not require a party to produce a fully executed original or fully executed copy to establish that both parties signed premarital agreement; and (2) trial court's finding that both parties signed premarital agreement was not against the manifest weight of the evidence. Affirmed.

¶ 2 In this dissolution of marriage action, petitioner, Danielle E. Nitsche, filed a petition for a declaratory judgment regarding the validity and enforceability of a premarital agreement between her and respondent, John A. Bosch, Jr. Following an evidentiary hearing, the circuit court of Kane County ruled that the premarital agreement was valid, enforceable, and admissible. Respondent appeals, contending that the trial court erred in granting declaratory relief in petitioner's favor. Respondent argues that because petitioner produced only a copy of the agreement signed by him,

the agreement did not satisfy the execution requirements of section 3 of the Illinois Uniform Premarital Agreement Act (Act) (750 ILCS 10/3 (West 2022)) and was therefore invalid and unenforceable. We affirm.

¶ 3

I. BACKGROUND

¶ 4 Petitioner and respondent married in California on November 14, 2015. At the time of the wedding, both parties were employed by PepsiCo. They later relocated to Illinois. On September 15, 2023, petitioner initiated dissolution proceedings by filing a two-count petition. Count I, labeled “Verified Petition for Dissolution of Marriage,” sought entry of a judgment of dissolution of marriage. Paragraph seven of the petition alleged that in September 2015, “[the parties] entered into a Prenuptial Agreement.” Count II, labeled “Verified Petition for Declaratory Judgment,” sought a declaration that the premarital agreement was valid and enforceable and that its terms and provisions be incorporated into a judgment for dissolution of marriage. Petitioner attached to her petition an affidavit stating that the premarital agreement was “not accessible to [her] at this time” despite diligent efforts to locate it.

¶ 5 On October 30, 2023, respondent filed a counter-petition for dissolution of marriage and a response to petitioner’s petition. In his response, respondent admitted petitioner’s allegation that the parties “entered into” a premarital agreement but disputed its enforceability. On November 16, 2023, petitioner filed a response to the counter-petition, asserting the premarital agreement’s validity as an affirmative defense. In May 2024, respondent filed a motion for leave to amend his response, asserting that it contained a “mistake of fact.” Specifically, respondent stated that he and petitioner did *not* enter into a premarital agreement “as [petitioner] did not execute a prenuptial agreement—as neither party can produce a fully executed original or copy of a prenuptial agreement.” Over petitioner’s objection, the trial court granted respondent leave to amend his

response. Respondent thereafter filed an amended response denying the allegations in paragraph seven of petitioner's verified petition and asserting that petitioner did not execute the alleged premarital agreement.

¶ 6 On September 9, 2024, the trial court heard argument on count II of petitioner's verified petition. Petitioner contended respondent's original response to paragraph seven constituted a judicial admission. Respondent countered that the Act requires a premarital agreement to be signed by both parties. The court determined an evidentiary hearing was necessary.

¶ 7 At the hearing, petitioner called respondent to testify. Respondent recounted that the parties had been in a relationship for six years before becoming engaged early in 2015. After petitioner raised the issue of a premarital agreement, both parties retained counsel. Petitioner's attorney prepared the first draft of the agreement. The attorneys thereafter engaged in five or six "exchanges back and forth." Respondent signed the agreement on the last exchange and "never got anything back." Respondent noted the parties maintained a joint OneDrive account and an external hard drive for storing important documents. Respondent testified that the external hard drive was accidentally discarded during a house remodel and the OneDrive contained only a copy of the premarital agreement bearing his signature. Respondent believed that petitioner did not sign the agreement and learned months before the hearing that no fully executed copy existed.

¶ 8 Petitioner testified she sought a premarital agreement because of respondent's prior marriages and her established career. Each party retained separate counsel, and petitioner's attorney drafted the first version of the agreement. Multiple exchanges followed. Around October 15, 2015, respondent informed petitioner that he had signed the agreement. At that time, petitioner was going back and forth between her home in California and her job in Illinois. She returned to California the weekend of October 26. Respondent offered to retrieve the premarital agreement

from the attorney's office and bring it to the house for petitioner to sign. After signing the agreement, petitioner brought it with her to Chicago and scanned it at her office. She later returned to California with the hard copy, placed it in a file folder labeled "Prenup," and stored the folder in a drawer in the office the parties shared at their California home. The next time she saw the folder with the document in it was in 2016 or 2017, when the couple moved from California to Illinois.

¶ 9 At some point, the parties acquired a gun safe. Petitioner placed the original premarital agreement in the safe and kept a copy in the file folder. She next searched for the agreement in January 2019, when she was contemplating a divorce because respondent was drinking heavily. Unable to locate it, petitioner stopped searching after respondent entered a treatment program. Petitioner searched again in July 2023, but was unable to locate the agreement. After respondent vacated the couple's Illinois home in mid-to-late July 2023, petitioner discovered that the gun safe was unlocked and the premarital agreement was missing. The copy that Petitioner had scanned at PepsiCo had been transferred to a shared hard drive, but petitioner inadvertently discarded the hard drive while the parties were remodeling the house.

¶ 10 Petitioner testified that when she filed for divorce, she attached an affidavit to her petition. The affidavit was identified and introduced into evidence as Petitioner's Exhibit #2. The affidavit summarizes petitioner's efforts to locate a fully executed copy of the premarital agreement before filing the petition for dissolution of marriage. Petitioner identified Petitioner's Exhibit #1 as the premarital agreement about which she had testified. She identified respondent's signatures and the notary acknowledgment on the exhibit. Petitioner testified that she signed the same document and would not have married respondent without a signed agreement.

¶ 11 Petitioner offered the premarital agreement into evidence. Respondent's attorney objected. After hearing argument, the trial court declined to admit the agreement at that time. Petitioner then testified that negotiations concerning the agreement had concluded before October 15, 2015 (the date respondent informed petitioner that he had signed the agreement). She stated that no negotiations concerning the agreement's terms occurred between October 15, 2015, and October 26, 2015 (the weekend petitioner returned to California and signed the agreement). She also testified that the premarital agreement bore her attorney's signature. Petitioner attempted to locate her attorney to obtain a copy of the agreement, but he was no longer practicing law, and she could not determine if he was deceased or retired. Petitioner testified that she had exhausted her efforts to locate a copy of the agreement bearing both her signature and her attorney's signature.

¶ 12 Petitioner again offered the premarital agreement into evidence as Petitioner's Exhibit #1, specifically citing Illinois Rules of Evidence 1004(1) and 1004(2) (eff. Jan. 1, 2011), which address the admissibility of the contents of a writing in the absence of the original. After hearing argument on respondent's objection, the court reserved ruling on the agreement's admissibility.

¶ 13 On cross-examination, petitioner acknowledged that she did not possess an ink-signed copy of the premarital agreement or any other copy signed by both parties. She admitted that when the parties were negotiating the agreement, she understood that it would have to be signed by both parties. Petitioner also acknowledged that in the affidavit attached to her petition for dissolution of marriage and introduced as Petitioner's Exhibit #2, she only asserted that the parties had "entered into" a premarital agreement and did not use the word "signed." Petitioner explained that she sometimes used her PepsiCo email address for personal emails. When she left PepsiCo in 2018 or 2019, she did not transfer emails from her work email account that had been exchanged with the attorney who represented her in negotiating the premarital agreement.

¶ 14 In his case in chief, respondent stated that he never saw a copy of the premarital agreement signed by petitioner's attorney, either in ink or as a copy. He acknowledged that in his initial response to the petition for dissolution of marriage, he admitted the allegation that the parties "entered into" a premarital agreement. He testified, however, that he did not know both parties' signatures were required and that he never found a copy of the agreement bearing petitioner's signature. After closing the proofs, the court continued the matter.

¶ 15 The parties presented closing arguments on October 30, 2024. Petitioner asserted that the premarital agreement was admissible under Illinois Rule of Evidence 1004 (eff. Jan. 1, 2011). Petitioner further argued that the fact that both parties signed the premarital agreement could be established without producing a document bearing both parties' signatures, relying on respondent's judicial admission and the parties' testimony. In response, respondent argued that a judicial admission cannot overcome the statutory directive in section 3 of the Act (750 ILCS 10/3 (West 2022)), which provides that a premarital agreement "must be in writing and signed by both parties." Respondent characterized petitioner's testimony that she signed the agreement as self-serving.

¶ 16 The trial court credited petitioner's testimony that she signed and stored the premarital agreement, would not have gotten married without a signed agreement, and attempted to locate the agreement. The court also found that respondent had signed and intended to enter into the agreement. In addition, the court determined that (1) there was no evidence that petitioner had lost or destroyed the original executed agreement in bad faith and (2) the original was not obtainable by any available judicial process or procedure. Accordingly, the trial court admitted Petitioner's Exhibit #1 under Illinois Rule of Evidence 1004 (eff. Jan. 1, 2011), declared it to be the parties' premarital agreement signed by both parties, and granted declaratory relief without prejudice to

respondent's right to contest the agreement's enforceability on grounds other than its proper execution by both parties.

¶ 17 The October 30, 2024, order did not include language pursuant to Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016). On October 14, 2025, the trial court entered a separate order restating its earlier findings, added that the premarital agreement was "valid and enforceable," and included Rule 304(a) language that there is no just reason to delay enforcement or appeal of its order. On October 28, 2025, respondent filed a notice of appeal from the October 14, 2025, order.

¶ 18 II. ANALYSIS

¶ 19 On appeal, respondent contends that the trial court erred in finding that the document admitted as Petitioner's Exhibit #1 (which was signed only by respondent) constituted a valid and enforceable premarital agreement. Respondent notes that section 3 of the Act (750 ILCS 10/3 (West 2022)) provides that a premarital agreement "must be in writing and signed by both parties." Respondent contends that this mandate cannot be satisfied without supplying a fully executed original or copy of the alleged agreement. Respondent reasons that since petitioner did not produce the original or a copy of the premarital agreement bearing her signature, section 3 of the Act was not satisfied and the trial court improperly found the premarital agreement at issue to be valid and enforceable. Petitioner's response is twofold. First, petitioner argues that respondent's original response to paragraph seven of her petition for dissolution of marriage constituted a judicial admission of a signed premarital agreement. Second, petitioner asserts that the trial court's findings that both parties executed the premarital agreement and that the document introduced as Petitioner's Exhibit #1 was admissible was not against the manifest weight of the evidence.

¶ 20 We have jurisdiction over this matter pursuant to Illinois Supreme Court Rule 304(a) (eff. Mar. 8, 2016), which governs appeals from final judgments as to one or more but fewer than all of

the parties or claims where the trial court issues an “express written finding that there is no just reason for delay.” See *In re Marriage of Best*, 228 Ill. 2d 107, 113 (2008) (holding a ruling on a motion for declaratory relief entered during the course of dissolution proceedings is appealable under Rule 304(a)); *In re Marriage of Heinrich*, 2014 IL App (2d) 121333, ¶¶ 27-37 (holding that declaratory judgment action seeking declaration of parties’ rights under premarital agreement was final on date it was entered but was not appealable until the trial court entered language pursuant to Rule 304(a)).

¶ 21 This is an appeal from a complaint for declaratory judgment following an evidentiary hearing. The burden of proof in a declaratory judgment action rests on the party seeking relief. *In re County Treasurer and Ex Officio County Collector*, 373 Ill. App. 3d 679, 690 (2007) (quoting *Muhammad v. Muhammad-Rahmah*, 363 Ill. App. 3d 407, 414 (2006)). As a general rule, the standard of proof in a declaratory judgment action is preponderance of the evidence. See 735 ILCS 5/2-701(d) (West 2022) (providing that if a proceeding for a declaratory judgment “involves the determination of issues of fact triable by a jury, they shall be tried and determined in the same manner as issues of fact are tried and determined in other civil actions”); *In re D.T.*, 212 Ill. 2d 347, 362 (2004) (providing that civil cases generally require the preponderance of the evidence standard of proof); *Galich v. Advocate Health & Hospital Corp.*, 2024 IL App (1st) 230134, ¶ 48 (noting standard of proof in civil cases is preponderance of the evidence); *In re Marriage of Osseck*, 2021 IL App (2d) 200268, ¶ 54 (same); *In re Rogan M.*, 2014 IL App (1st) 141214, ¶ 5 (same).¹ A proposition is shown by a preponderance of the evidence if it is proved more likely true than not true. *Osseck*, 2021 IL App (2d) 200268, ¶ 54.

¹In his brief, respondent contends that the standard of proof for a declaratory judgment action is “clear and convincing,” citing *Johnson v. Elgin*, 31 Ill. App. 3d 250, 256 (1975). As noted above, however,

¶ 22 The standard of appellate review applicable to a declaratory judgment ruling depends on the nature of the question presented. *In re Marriage of Turano Solano*, 2019 IL App (2d) 180011,

the general rule in Illinois is that civil cases are governed by the preponderance of the evidence standard. *D.T.*, 212 Ill. 2d at 362 (2004); *Galich*, 2024 IL App (1st) 230134, ¶ 48; *Osseck*, 2021 IL App (2d) 200268, ¶ 54; *Rogan M.*, 2014 IL App (1st) 141214, ¶ 5. The legislature, of course, may elect to impose a different standard via statute. *Rogan M.*, 2014 IL App (1st) 141214, ¶ 5. Yet, the Act contains no heightened evidentiary standard for proving execution of a premarital agreement, and respondent does not cite any Illinois decision imposing a clear and convincing standard specifically for proving the execution of a premarital agreement. Indeed, the supreme court has applied the preponderance standard in determining whether a contract has been signed. *Schmidt v. Barr*, 333 Ill. 494, 504 (1929) (“The preponderance of the evidence does not show that Barr signed the contract, or that complainant complied with the terms thereof, or was able, ready, and willing to do so.”). And while the supreme court has noted that constitutional or policy considerations also occasionally require a court to impose a higher standard of proof (*Bazydlo v. Volant*, 164 Ill. 2d 207, 213 (1995)), respondent does not advance any constitutional or policy considerations that would require a higher standard of proof with respect to proving the execution of a premarital agreement. Finally, we note that the *Johnson* case cited by respondent involved a challenge to the denial of a special use permit by a municipality. Declaratory judgment actions challenging the validity of a municipal legislative decision are an exception to the preponderance-of-the-evidence standard generally applicable to civil matters. See *Lurie v. Village of Skokie*, 64 Ill. App. 3d 217, 225-26 (1978) (noting that in declaratory judgment action, standard of proof applicable to legislative decisions of a municipality is clear and convincing, but that burden of proof applicable to other claims that did not involve a direct challenge to the legislative act itself were governed by the preponderance-of-the-evidence standard of proof). The present case does not involve the validity of a municipal legislative decision, thus the exception set forth in *Johnson* is inapplicable here.

¶ 73; *Pekin Insurance Co. v. Hallmark Homes, LLC*, 392 Ill. App. 3d 589, 592-93 (2009). Questions of fact are reviewed under the manifest-weight-of-the-evidence standard of review. *Turano Solano*, 2019 IL App (2d) 180011, ¶ 73. A factual finding is against the manifest weight of the evidence only if the opposite conclusion is clearly apparent or if the determination is arbitrary, unreasonable, or not based on the evidence. *In re Estate of McDonald*, 2024 IL App (2d) 230195, ¶ 45. In contrast, questions of law, such as the interpretation of a premarital agreement, are reviewed *de novo*. *Turano Solano*, 2019 IL App (2d) 180011, ¶ 73.

¶ 23 In Illinois, a premarital agreement is “an agreement between prospective spouses made in contemplation of marriage and to be effective upon marriage.” 750 ILCS 10/2(1) (West 2022). A premarital agreement is enforceable without consideration but “must be in writing and signed by both parties.” 750 ILCS 10/3 (West 2022). Respondent contends that the trial court erred in finding the premarital agreement at issue valid and enforceable because it does not satisfy the execution requirement of section 3 of the Act (750 ILCS 10/3 (West 2022)). In particular, respondent asserts that section 3’s signature requirement cannot be met where, as here, there is no fully executed original or copy of the premarital agreement signed by both parties.

¶ 24 Whether the Act requires a party to produce an original or copy of the premarital agreement signed by both parties to satisfy the signing requirement in section 3 of the Act presents a question of statutory construction. The rules of statutory construction require us to ascertain and give effect to the intent of the legislature. *iMotorsports, Inc. v. Vanderhall Motor Works, Inc.*, 2022 IL App (2d) 210785, ¶ 14. The most reliable indicator of legislative intent is the language of the statute itself, given its plain and ordinary meaning. *iMotorsports, Inc.*, 2022 IL App (2d) 210785, ¶ 14. A court may not depart from the plain language of the statute and read into it exceptions, limitations, or conditions that are not consistent with the express legislative intent. *iMotorsports, Inc.*, 2022 IL

App (2d) 210785, ¶ 14. Section 3 of the Act provides simply that a premarital agreement must be in writing and signed by both parties. The statute does not address *how* a party must prove that the agreement was signed. Crucially, the statute does not require that the original document or a copy bearing both parties' signatures be produced. Further, it does not prohibit execution being established through secondary evidence. And, as noted above, the rules of statutory construction prohibit us from reading into the statute such conditions or limitations. *iMotorsports, Inc.*, 2022 IL App (2d) 210785, ¶ 14. Given the Act's silence on this evidentiary question, we therefore conclude that general Illinois evidentiary rules govern how a party may prove the execution of a premarital agreement.

¶ 25 A premarital agreement is a contract and hence the rules governing contracts apply. See *In re Marriage of Best*, 387 Ill. App. 3d 948, 949 (2009); *In re Marriage of Mirea*, 2014 IL App (2d) 130323-U, ¶ 33. Illinois law permits a party to establish the execution, existence, or terms of a written instrument through secondary evidence, including oral testimony. See, e.g., *Perry v. Burton*, 111 Ill. 138, 139-40 (1884) (rejecting challenge to execution and contents of a lost deed that were proved by oral evidence only); *Pohjola Insurance Ltd. v. Continental Insurance Co.*, 2026 IL App (1st) 242294-U, ¶ 31 (noting that Illinois law recognizes secondary evidence to prove the existence of a contract that is missing or lost); *Travelers Indemnity Co. v. Rogers Cartage Co.*, 2017 IL App (1st) 160780, ¶¶ 13-15 (holding that the existence of missing insurance policies had been established by a preponderance of the evidence based on secondary evidence); *Sears, Roebuck & Co. v. Seneca Insurance Co.*, 254 Ill. App. 3d 686, 691 (1993) (recognizing that a party may use secondary evidence to establish the existence of the terms of a lost writing); *Buckingham Corp. v. Ewing Liquors Co.*, 15 Ill. App. 3d 839, 843 (1973) (holding that testimony by a party that he had signed an agreement, combined with testimony by another witness recognizing the

signature of the other party, was sufficient to establish execution of the agreement); see also *In re Marriage of Gochanour*, 4 P.3d 643, 646-48 (Mont. 2000) (considering secondary evidence, including oral testimony, on issue whether parties signed premarital agreement, but concluding that secondary evidence did not establish execution where only evidence the agreement was ever signed came from husband, and his testimony was rebutted by wife, who denied signing the alleged agreement); *Lasky v. Smith*, 407 Ill. 97, 106 (1950) (rejecting claim that evidence was sufficient to establish alleged written agreement not because oral testimony could never establish execution of a lost agreement, but because the court found the particular testimony insufficiently reliable).

¶ 26 In this case, the trial court admitted into evidence Petitioner's Exhibit #1, declared the document to be the parties' premarital agreement, and concluded that the premarital agreement was signed by both parties. Whether the premarital agreement was signed by both parties presents a factual inquiry. See *Arbogast v. Chicago Cubs Baseball Club, LLC*, 2021 IL App (1st) 210526, ¶ 19 (noting that the existence of a contract, its terms, and the parties' intent are questions of fact to be determined by the trier of fact); *Telluride Power Transmission Co. v. Crane Co.*, 103 Ill. App. 647, 656 (1902) ("Whether papers purporting to contain a contract were signed by the parties, and, if signed, were delivered, are questions of fact for the jury."). Based on our review of the record, we cannot say that the trial court's finding that both parties signed the premarital agreement was against the manifest weight of the evidence.

¶ 27 The record demonstrates that both parties, after becoming engaged, agreed to consult independent counsel and to execute a written premarital agreement before their marriage. The testimony at the evidentiary hearing established that both parties participated in the negotiation and drafting process, with multiple drafts exchanged between their respective attorneys. Respondent acknowledged that he signed the agreement on the last exchange. Respondent

possessed a copy of the agreement signed by him. Petitioner testified that she signed the same agreement. Petitioner testified in detail regarding the circumstances of her execution of the agreement. She described returning to California from Illinois, receiving the agreement from respondent after he retrieved it from the attorney, signing it, scanning it for her records, storing the original in a marked file folder, and later placing the signed copy in a safe. Petitioner further testified that signing the agreement was a condition of her proceeding with the marriage and that she would not have married respondent absent a signed agreement. Petitioner also described her unsuccessful efforts to locate a copy of the agreement bearing both parties' signatures. She detailed her attempts to find the attorney who negotiated the agreement on her behalf. Further, she noted that when respondent moved out of the marital residence, the safe where she had stored the original premarital agreement was unlocked and the document was missing. Although a fully executed agreement could not be located at the time of trial, the trial court found petitioner's testimony credible and consistent with the parties' course of conduct and the surrounding circumstances. The court specifically credited petitioner's account of signing and storing the agreement, her efforts to locate it, and her testimony that she would not have married without a signed agreement.

¶ 28 A trial court's factual findings are entitled to deference and will not be disturbed on appeal unless they are against the manifest weight of the evidence. See *Osseck*, 2021 IL App (2d) 200268, ¶ 49 (noting that the reviewing court defers to the trial court, as the trier of fact, on issues of witness credibility and the weight to be given the testimony); *In re D.W.*, 386 Ill. App. 3d 124, 136 (2008) (noting that the trial court, having observed the witnesses and heard their testimony, is in the best position to make credibility determinations). Here, the evidence as detailed above amply supports the trial court's finding that both parties executed the written premarital agreement. An opposite conclusion is not clearly apparent, and the trial court's determination is not arbitrary, unreasonable,

or not based on the evidence. The absence of the original document does not render the finding against the manifest weight of the evidence, given the credible testimony and corroborating circumstances. Accordingly, we hold that the trial court's finding that both parties signed the premarital agreement was not against the manifest weight of the evidence.

¶ 29 Respondent contends that petitioner's testimony regarding her signing of the premarital agreement and her efforts to locate a fully executed copy of the agreement are not credible. He asserts, for instance, that any claim that the agreement was accidentally discarded "seem all too convenient." He also asserts that it "seems more than a little strange" that petitioner would not have contact information for the attorney who negotiated the agreement on her behalf. However, both parties testified consistently regarding the accidental disposal of the external hard drive which supposedly contained a fully executed copy of the premarital agreement. Further, petitioner detailed her efforts to contact the attorney who negotiated the agreement on her behalf. In any event, these concerns go to the credibility of the parties and the weight to be given the testimony. As noted above, such matters are in the province of the trial court, as the trier of fact, since it had the opportunity to observe the witnesses and hear their testimony. *Osseck*, 2021 IL App (2d) 200268, ¶ 49; *D.W.*, 386 Ill. App. 3d at 136.

¶ 30 Respondent also argues that petitioner's testimony that she signed the agreement was "self serving." However, Illinois law does not impose a categorical rule that self-serving testimony is insufficient to establish a fact. *Village of Oak Park v. Village of Oak Park Firefighters Pension Board*, 362 Ill. App. 3d 357, 372 (2005) ("There is no rule precluding the admissibility of an applicant's testimony on the grounds that it is self serving. If anything, this factor would only impact its weight and not its admissibility."); *U.S. Bank, National Ass'n v. Kennedy*, 2014 IL App (2d) 130453-U, ¶ 23 (observing that characterizing testimony as self serving is, as a general matter,

essentially meaningless because any testimony is self serving to the proponent). Here, petitioner testified that she signed the same version of the premarital agreement as respondent. Petitioner's testimony was supported by a detailed account of the circumstances of her signing the agreement, which the trial court credited after hearing both parties' testimony at the evidentiary hearing.

¶ 31 Respondent also insists that petitioner's testimony that she signed the premarital agreement is contradicted by his testimony that he never saw a fully executed copy of the premarital agreement and her failure to produce a copy of the agreement bearing her signature. However, respondent's testimony and the failure to produce a copy of the agreement bearing petitioner's signature do not directly contradict petitioner's testimony that she signed the agreement. Rather, they go to the weight of the evidence. Respondent also argues that even if petitioner executed a premarital agreement, there is no way to know which one she executed since there were negotiations which resulted in various drafts. According to respondent, there is no way to establish if the version of the agreement allegedly executed by petitioner is the same version introduced in this case. However, respondent testified that he signed the agreement on the last exchange. Petitioner testified that the draft she signed was the one presented to the trial court as Petitioner's Exhibit #1, which bears respondent's signature. The trial court found petitioner's testimony credible. Again, given the record before us, we cannot say that the trial court's determination was against the manifest weight of the evidence.

¶ 32 III. CONCLUSION

¶ 33 For the reasons set forth above, we affirm the judgment of the circuit court of Kane County.

¶ 34 Affirmed.