



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

SB2064

Introduced 2/7/2008, by Sen. M. Maggie Crotty

SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-104	from Ch. 110, par. 9-104
735 ILCS 5/9-104.1	from Ch. 110, par. 9-104.1
735 ILCS 5/9-104.2	from Ch. 110, par. 9-104.2
735 ILCS 5/9-211	from Ch. 110, par. 9-211
735 ILCS 5/15-1503	from Ch. 110, par. 15-1503
735 ILCS 5/15-1504	from Ch. 110, par. 15-1504
735 ILCS 5/15-1506	from Ch. 110, par. 15-1506
735 ILCS 5/15-1507	from Ch. 110, par. 15-1507

Amends the Code of Civil Procedure. Provides that in counties with a population of 3 million or more, the demand for possession or for rent required in a forcible entry and detainer action, and the notice of foreclosure, foreclosure complaint, and notice of judicial sale in mortgage foreclosure proceedings, shall state the name and date of birth of each known occupant of the premises and the name of each known occupant who has a disability. Provides that a judgment of foreclosure may include special matters including, but not limited to, in counties with a population of 3 million or more, whether any known occupant is age 14 or younger, age 65 or older, or disabled. Effective immediately.

LRB095 19013 AJO 45186 b

1 AN ACT concerning civil law.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Code of Civil Procedure is amended by
5 changing Sections 9-104, 9-104.1, 9-104.2, 9-211, 15-1503,
6 15-1504, 15-1506, and 15-1507 as follows:

7 (735 ILCS 5/9-104) (from Ch. 110, par. 9-104)

8 Sec. 9-104. Demand - Notice - Return. The demand required
9 by Section 9-102 of this Act may be made by delivering a copy
10 thereof to the tenant, or by leaving such a copy with some
11 person of the age of 13 years or upwards, residing on, or being
12 in charge of, the premises; or in case no one is in the actual
13 possession of the premises, then by posting the same on the
14 premises; or if those in possession are unknown occupants who
15 are not parties to any written lease, rental agreement, or
16 right to possession agreement for the premises, then by
17 delivering a copy of the notice, directed to "unknown
18 occupants", to the occupant or by leaving a copy of the notice
19 with some person of the age of 13 years or upwards occupying
20 the premises, or by posting a copy of the notice on the
21 premises directed to "unknown occupants". When such demand is
22 made by an officer authorized to serve process, his or her
23 return is prima facie evidence of the facts therein stated, and

1 if such demand is made by any person not an officer, the return
2 may be sworn to by the person serving the same, and is then
3 prima facie evidence of the facts therein stated. The demand
4 for possession may be in the following form:

5 To

6 I hereby demand immediate possession of the following
7 described premises: (describing the same.)

8 The demand shall be signed by the person claiming such
9 possession, his or her agent, or attorney.

10 In counties with a population of 3,000,000 or more, the
11 demand required by Section 9-102 of this Act shall state the
12 name and date of birth of each known occupant of the premises
13 and the name of each known occupant who has a disability, as
14 defined by Section 10 of the Disabilities Services Act of 2003.

15 (Source: P.A. 92-823, eff. 8-21-02.)

16 (735 ILCS 5/9-104.1) (from Ch. 110, par. 9-104.1)

17 Sec. 9-104.1. Demand; Notice; Return; Condominium and
18 Contract Purchasers.

19 (a) In case there is a contract for the purchase of such
20 lands or tenements or in case of condominium property, the
21 demand shall give the purchaser under such contract, or to the
22 condominium unit owner, as the case may be, at least 30 days to
23 satisfy the terms of the demand before an action is filed. In
24 case of a condominium unit, the demand shall set forth the
25 amount claimed which must be paid within the time prescribed in

1 the demand and the time period or periods when the amounts were
2 originally due, unless the demand is for compliance with
3 Section 18(n) of the Condominium Property Act, in which case
4 the demand shall set forth the nature of the lease and
5 memorandum of lease or the leasing requirement not satisfied.
6 The amount claimed shall include regular or special
7 assessments, late charges or interest for delinquent
8 assessments, and attorneys' fees claimed for services incurred
9 prior to the demand. Attorneys' fees claimed by condominium
10 associations in the demand shall be subject to review by the
11 courts in any forcible entry and detainer proceeding under
12 subsection (b) of Section 9-111 of this Act. The demand shall
13 be signed by the person claiming such possession, his or her
14 agent, or attorney.

15 (b) In the case of a condominium unit, the demand is not
16 invalidated by partial payment of amounts due if the payments
17 do not, at the end of the notice period, total the amounts
18 demanded in the notice for common expenses, unpaid fines,
19 interest, late charges, reasonable attorney fees incurred
20 prior to the initiation of any court action and costs of
21 collection. The person claiming possession, or his or her agent
22 or attorney, may, however, agree in writing to withdraw the
23 demand in exchange for receiving partial payment. To prevent
24 invalidation, the notice must prominently state:

25 "Only FULL PAYMENT of all amounts demanded in this notice
26 will invalidate the demand, unless the person claiming

1 possession, or his or her agent or attorney, agrees in writing
2 to withdraw the demand in exchange for receiving partial
3 payment."

4 (c) The demand set forth in subsection (a) of this Section
5 shall be served either personally upon such purchaser or
6 condominium unit owner or by sending the demand thereof by
7 registered or certified mail with return receipt requested to
8 the last known address of such purchaser or condominium unit
9 owner or in case no one is in the actual possession of the
10 premises, then by posting the same on the premises. When such
11 demand is made by an officer authorized to serve process, his
12 or her return is prima facie evidence of the facts therein
13 stated and if such demand is made by any person not an officer,
14 the return may be sworn to by the person serving the same, and
15 is then prima facie evidence of the facts therein stated. To be
16 effective service under this Section, a demand sent by
17 certified or registered mail to the last known address need not
18 be received by the purchaser or condominium unit owner. No
19 other demand shall be required as a prerequisite to filing an
20 action under paragraph (7) of subsection (a) of Section 9-102
21 of this Act. Service of the demand by registered or certified
22 mail shall be deemed effective upon deposit in the United
23 States mail with proper postage prepaid and addressed as
24 provided in this subsection.

25 (d) In counties with a population of 3,000,000 or more, the
26 demand set forth in subsection (a) of this Section shall state

1 the name and date of birth of each known occupant of the
2 premises and the name of each known occupant who has a
3 disability, as defined by Section 10 of the Disabilities
4 Services Act of 2003.

5 (Source: P.A. 90-496, eff. 8-18-97.)

6 (735 ILCS 5/9-104.2) (from Ch. 110, par. 9-104.2)

7 Sec. 9-104.2. Demand - Notice - Termination of Lease and
8 Possession of a Condominium.

9 (a) Unless the Board of Managers is seeking to terminate
10 the right of possession of a tenant or other occupant of a unit
11 under an existing lease or other arrangement with the owner of
12 a unit, no demand nor summons need be served upon the tenant or
13 other occupant in connection with an action brought under
14 paragraph (7) of subsection (a) of Section 9-102 of this
15 Article.

16 (a-5) The Board of Managers may seek to terminate the right
17 of possession of a tenant or other occupant of a unit under an
18 existing lease or other arrangement between the tenant or other
19 occupant and the defaulting owner of a unit, either within the
20 same action against the unit owner under paragraph (7) of
21 subsection (a) of Section 9-102 of this Article or
22 independently thereafter under other paragraphs of that
23 subsection. If a tenant or other occupant of a unit is joined
24 within the same action against the defaulting unit owner under
25 paragraph (7), only the unit owner and not the tenant or other

1 occupant need to be served with 30 days prior written notice as
2 provided in this Article. The tenant or other occupant may be
3 joined as additional defendants at the time the suit is filed
4 or at any time thereafter prior to execution of judgment for
5 possession by filing, with or without prior leave of the court,
6 an amended complaint and summons for trial. If the complaint
7 alleges that the unit is occupied or may be occupied by persons
8 other than or in addition to the unit owner of record, that the
9 identities of the persons are concealed and unknown, they may
10 be named and joined as defendant "Unknown Occupants". Summons
11 may be served on the defendant "Unknown Occupants" by the
12 sheriff or court appointed process server by leaving a copy at
13 the unit with any person residing at the unit of the age of 13
14 years or greater, and if the summons is returned without
15 service stating that service cannot be obtained, constructive
16 service may be obtained pursuant to Section 9-107 of this Code
17 with notice mailed to "Unknown Occupants" at the address of the
18 unit. If prior to execution of judgment for possession the
19 identity of a defendant or defendants served in this manner is
20 discovered, his or her name or names and the record may be
21 corrected upon hearing pursuant to notice of motion served upon
22 the identified defendant or defendants at the unit in the
23 manner provided by court rule for service of notice of motion.
24 If however an action under paragraph (7) was brought against
25 the defaulting unit owner only, and after obtaining judgment
26 for possession and expiration of the stay on enforcement the

1 Board of Managers elects not to accept a tenant or occupant in
2 possession as its own and to commence a separate action,
3 written notice of the judgment against the unit owner and
4 demand to quit the premises shall be served on the tenant or
5 other occupant in the manner provided under Section 9-211 at
6 least 10 days prior to bringing suit to recover possession from
7 the tenant or other occupant.

8 (b) If a judgment for possession is granted to the Board of
9 Managers under Section 9-111, any interest of the unit owner to
10 receive rents under any lease arrangement shall be deemed
11 assigned to the Board of Managers until such time as the
12 judgment is vacated.

13 (c) If a judgment for possession is entered, the Board of
14 Managers may obtain from the clerk of the court an
15 informational certificate notifying any tenants not parties to
16 the proceeding of the assignment of the unit owner's interest
17 in the lease arrangement to the Board of Managers as a result
18 of the entry of the judgment for possession and stating that
19 any rent hereinafter due the unit owner or his agent under the
20 lease arrangement should be paid to the Board of Managers until
21 further order of court. If the tenant pays his rent to the
22 association pursuant to the entry of such a judgement for
23 possession, the unit owner may not sue said tenant for any such
24 amounts the tenant pays the association. Upon service of the
25 certificate on the tenant in the manner provided by Section
26 9-211 of this Code, the tenant shall be obligated to pay the

1 rent under the lease arrangement to the Board of Managers as it
2 becomes due. If the tenant thereafter fails and refuses to pay
3 the rent, the Board of Managers may bring an action for
4 possession after making a demand for rent in accordance with
5 Section 9-209 of this Code.

6 (c-5) In an action against the unit owner and lessee to
7 evict a lessee for failure of the lessor/owner of the
8 condominium unit to comply with the leasing requirements
9 prescribed by subsection (n) of Section 18 of the Condominium
10 Property Act or by the declaration, bylaws, and rules and
11 regulations of the condominium, or against a lessee for any
12 other breach by the lessee of any covenants, rules,
13 regulations, or bylaws of the condominium, the demand shall
14 give the lessee at least 10 days to quit and vacate the unit.
15 The notice shall be substantially in the following form:

16 "TO A.B. You are hereby notified that in consequence of
17 (here insert lessor-owner name) failure to comply with the
18 leasing requirements prescribed by Section 18(n) of the
19 Condominium Property Act or by the declaration, bylaws, and
20 rules and regulations of the condominium, or your default
21 of any covenants, rules, regulations or bylaws of the
22 condominium, in (here insert the character of the default)
23 of the premises now occupied by you, being (here described
24 the premises) the Board of Managers of (here describe the
25 condominium) Association elects to terminate your lease,
26 and you are hereby notified to quit and vacate same within

1 10 days of this date.".

2 The demand shall be signed by the Board of Managers, its
3 agent, or attorney and shall be served either personally upon
4 the lessee with a copy to the unit owner or by sending the
5 demand thereof by registered or certified mail with return
6 receipt requested to the unit occupied by the lessee and to the
7 last known address of the unit owner, and no other demand of
8 termination of such tenancy shall be required. To be effective
9 service under this Section, a demand sent by certified mail,
10 return receipt requested, to the unit occupied by the lessee
11 and to the last known address of the unit owner need not be
12 received by the lessee or condominium unit owner.

13 (d) Nothing in this Section 9-104.2 is intended to confer
14 upon a Board of Managers any greater authority with respect to
15 possession of a unit after a judgment than was previously
16 established by this Act.

17 (e) In counties with a population of 3,000,000 or more, the
18 demand set forth in subsection (c-5) of this Section shall
19 state the name and date of birth of each known occupant of the
20 premises and the name of each known occupant who has a
21 disability, as defined by Section 10 of the Disabilities
22 Services Act of 2003.

23 (Source: P.A. 90-496, eff. 8-18-97; 91-196, eff. 7-20-99.)

24 (735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

25 Sec. 9-211. Service of demand or notice. Any demand may be

1 made or notice served by delivering a written or printed, or
2 partly written and printed, copy thereof to the tenant, or by
3 leaving the same with some person of the age of 13 years or
4 upwards, residing on or in possession of the premises; or by
5 sending a copy of the notice to the tenant by certified or
6 registered mail, with a returned receipt from the addressee;
7 and in case no one is in the actual possession of the premises,
8 then by posting the same on the premises.

9 In counties with a population of 3,000,000 or more, the
10 demand shall state the name and date of birth of each known
11 occupant of the premises and the name of each known occupant
12 who has a disability, as defined by Section 10 of the
13 Disabilities Services Act of 2003.

14 (Source: P.A. 83-355.)

15 (735 ILCS 5/15-1503) (from Ch. 110, par. 15-1503)

16 Sec. 15-1503. Notice of Foreclosure. A notice of
17 foreclosure, whether the foreclosure is initiated by complaint
18 or counterclaim, made in accordance with this Section and
19 recorded in the county in which the mortgaged real estate is
20 located shall be constructive notice of the pendency of the
21 foreclosure to every person claiming an interest in or lien on
22 the mortgaged real estate, whose interest or lien has not been
23 recorded prior to the recording of such notice of foreclosure.
24 Such notice of foreclosure must be executed by any party or any
25 party's attorney and shall include (i) the names of all

1 plaintiffs and the case number, (ii) the court in which the
2 action was brought, (iii) the names of title holders of record,
3 (iv) a legal description of the real estate sufficient to
4 identify it with reasonable certainty, (v) a common address or
5 description of the location of the real estate, ~~and~~ (vi)
6 identification of the mortgage sought to be foreclosed, and
7 (vii) in counties with a population of 3,000,000 or more, the
8 name and date of birth of each known occupant of the real
9 estate and the name of each known occupant who has a
10 disability, as defined by Section 10 of the Disabilities
11 Services Act of 2003. An incorrect common address or
12 description of the location, or an immaterial error in the
13 identification of a plaintiff or title holder of record, shall
14 not invalidate the lis pendens effect of the notice under this
15 Section. A notice which complies with this Section shall be
16 deemed to comply with Section 2-1901 of the Code of Civil
17 Procedure and shall have the same effect as a notice filed
18 pursuant to that Section; however, a notice which complies with
19 Section 2-1901 shall not be constructive notice unless it also
20 complies with the requirements of this Section.

21 (Source: P.A. 86-974.)

22 (735 ILCS 5/15-1504) (from Ch. 110, par. 15-1504)

23 Sec. 15-1504. Pleadings and service.

24 (a) Form of Complaint. A foreclosure complaint may be in
25 substantially the following form:

1 (1) Plaintiff files this complaint to foreclose the
2 mortgage (or other conveyance in the nature of a mortgage)
3 (hereinafter called "mortgage") hereinafter described and
4 joins the following person as defendants: (here insert
5 names of all defendants).

6 (2) Attached as Exhibit "A" is a copy of the mortgage
7 and as Exhibit "B" is a copy of the note secured thereby.

8 (3) Information concerning mortgage:

9 (A) Nature of instrument: (here insert whether a
10 mortgage, trust deed or other instrument in the nature
11 of a mortgage, etc.)

12 (B) Date of mortgage:

13 (C) Name of mortgagor:

14 (D) Name of mortgagee:

15 (E) Date and place of recording:

16 (F) Identification of recording: (here insert book
17 and page number or document number)

18 (G) Interest subject to the mortgage: (here insert
19 whether fee simple, estate for years, undivided
20 interest, etc.)

21 (H) Amount of original indebtedness, including
22 subsequent advances made under the mortgage:

23 (I) Both the legal description of the mortgaged
24 real estate and the common address or other information
25 sufficient to identify it with reasonable certainty:

26 (J) Statement as to defaults, including, but not

1 necessarily limited to, date of default, current
2 unpaid principal balance, per diem interest accruing,
3 and any further information concerning the default:

4 (K) Name of present owner of the real estate:

5 (L) Names of other persons who are joined as
6 defendants and whose interest in or lien on the
7 mortgaged real estate is sought to be terminated:

8 (M) Names of defendants claimed to be personally
9 liable for deficiency, if any:

10 (N) Capacity in which plaintiff brings this
11 foreclosure (here indicate whether plaintiff is the
12 legal holder of the indebtedness, a pledgee, an agent,
13 the trustee under a trust deed or otherwise, as
14 appropriate):

15 (O) Facts in support of redemption period shorter
16 than the longer of (i) 7 months from the date the
17 mortgagor or, if more than one, all the mortgagors (I)
18 have been served with summons or by publication or (II)
19 have otherwise submitted to the jurisdiction of the
20 court, or (ii) 3 months from the entry of the judgment
21 of foreclosure, if sought (here indicate whether based
22 upon the real estate not being residential,
23 abandonment, or real estate value less than 90% of
24 amount owed, etc.):

25 (P) Statement that the right of redemption has been
26 waived by all owners of redemption, if applicable:

1 (Q) Facts in support of request for attorneys' fees
2 and of costs and expenses, if applicable:

3 (R) Facts in support of a request for appointment
4 of mortgagee in possession or for appointment of
5 receiver, and identity of such receiver, if sought:

6 (S) Offer to mortgagor in accordance with Section
7 15-1402 to accept title to the real estate in
8 satisfaction of all indebtedness and obligations
9 secured by the mortgage without judicial sale, if
10 sought:

11 (T) Name or names of defendants whose right to
12 possess the mortgaged real estate, after the
13 confirmation of a foreclosure sale, is sought to be
14 terminated and, if not elsewhere stated, the facts in
15 support thereof:

16 (U) In counties with a population of 3,000,000 or
17 more, the name and date of birth of each known occupant
18 of the mortgaged real estate and the name of each known
19 occupant who has a disability, as defined by Section 10
20 of the Disabilities Services Act of 2003:

21 REQUEST FOR RELIEF

22 Plaintiff requests:

23 (i) A judgment of foreclosure and sale.

24 (ii) An order granting a shortened redemption period,
25 if sought.

1 (iii) A personal judgment for a deficiency, if sought.

2 (iv) An order granting possession, if sought.

3 (v) An order placing the mortgagee in possession or
4 appointing a receiver, if sought.

5 (vi) A judgment for attorneys' fees, costs and
6 expenses, if sought.

7 (b) Required Information. A foreclosure complaint need
8 contain only such statements and requests called for by the
9 form set forth in subsection (a) of Section 15-1504 as may be
10 appropriate for the relief sought. Such complaint may be filed
11 as a counterclaim, may be joined with other counts or may
12 include in the same count additional matters or a request for
13 any additional relief permitted by Article II of the Code of
14 Civil Procedure.

15 (c) Allegations. The statements contained in a complaint in
16 the form set forth in subsection (a) of Section 15-1504 are
17 deemed and construed to include allegations as follows:

18 (1) on the date indicated the obligor of the
19 indebtedness or other obligations secured by the mortgage
20 was justly indebted in the amount of the indicated original
21 indebtedness to the original mortgagee or payee of the
22 mortgage note;

23 (2) that the exhibits attached are true and correct
24 copies of the mortgage and note and are incorporated and
25 made a part of the complaint by express reference;

26 (3) that the mortgagor was at the date indicated an

1 owner of the interest in the real estate described in the
2 complaint and that as of that date made, executed and
3 delivered the mortgage as security for the note or other
4 obligations;

5 (4) that the mortgage was recorded in the county in
6 which the mortgaged real estate is located, on the date
7 indicated, in the book and page or as the document number
8 indicated;

9 (5) that defaults occurred as indicated;

10 (6) that at the time of the filing of the complaint the
11 persons named as present owners are the owners of the
12 indicated interests in and to the real estate described;

13 (7) that the mortgage constitutes a valid, prior and
14 paramount lien upon the indicated interest in the mortgaged
15 real estate, which lien is prior and superior to the right,
16 title, interest, claim or lien of all parties and nonrecord
17 claimants whose interests in the mortgaged real estate are
18 sought to be terminated;

19 (8) that by reason of the defaults alleged, if the
20 indebtedness has not matured by its terms, the same has
21 become due by the exercise, by the plaintiff or other
22 persons having such power, of a right or power to declare
23 immediately due and payable the whole of all indebtedness
24 secured by the mortgage;

25 (9) that any and all notices of default or election to
26 declare the indebtedness due and payable or other notices

1 required to be given have been duly and properly given;

2 (10) that any and all periods of grace or other period
3 of time allowed for the performance of the covenants or
4 conditions claimed to be breached or for the curing of any
5 breaches have expired;

6 (11) that the amounts indicated in the statement in the
7 complaint are correctly stated and if such statement
8 indicates any advances made or to be made by the plaintiff
9 or owner of the mortgage indebtedness, that such advances
10 were, in fact, made or will be required to be made, and
11 under and by virtue of the mortgage the same constitute
12 additional indebtedness secured by the mortgage; and

13 (12) that, upon confirmation of the sale, the holder of
14 the certificate of sale or deed issued pursuant to that
15 certificate or, if no certificate or deed was issued, the
16 purchaser at the sale will be entitled to full possession
17 of the mortgaged real estate against the parties named in
18 clause (T) of paragraph (3) of subsection (a) of Section
19 15-1504 or elsewhere to the same effect; the omission of
20 any party indicates that plaintiff will not seek a
21 possessory order in the order confirming sale unless the
22 request is subsequently made under subsection (h) of
23 Section 15-1701 or by separate action under Article 9 of
24 this Code.

25 (d) Request for Fees and Costs. A statement in the
26 complaint that plaintiff seeks the inclusion of attorneys' fees

1 and of costs and expenses shall be deemed and construed to
2 include allegations that:

3 (1) plaintiff has been compelled to employ and retain
4 attorneys to prepare and file the complaint and to
5 represent and advise the plaintiff in the foreclosure of
6 the mortgage and the plaintiff will thereby become liable
7 for the usual, reasonable and customary fees of the
8 attorneys in that behalf;

9 (2) that the plaintiff has been compelled to advance or
10 will be compelled to advance, various sums of money in
11 payment of costs, fees, expenses and disbursements
12 incurred in connection with the foreclosure, including,
13 without limiting the generality of the foregoing, filing
14 fees, stenographer's fees, witness fees, costs of
15 publication, costs of procuring and preparing documentary
16 evidence and costs of procuring abstracts of title, Torrens
17 certificates, foreclosure minutes and a title insurance
18 policy;

19 (3) that under the terms of the mortgage, all such
20 advances, costs, attorneys' fees and other fees, expenses
21 and disbursements are made a lien upon the mortgaged real
22 estate and the plaintiff is entitled to recover all such
23 advances, costs, attorneys' fees, expenses and
24 disbursements, together with interest on all advances at
25 the rate provided in the mortgage, or, if no rate is
26 provided therein, at the statutory judgment rate, from the

1 date on which such advances are made;

2 (4) that in order to protect the lien of the mortgage,
3 it may become necessary for plaintiff to pay taxes and
4 assessments which have been or may be levied upon the
5 mortgaged real estate;

6 (5) that in order to protect and preserve the mortgaged
7 real estate, it may also become necessary for the plaintiff
8 to pay liability (protecting mortgagor and mortgagee),
9 fire and other hazard insurance premiums on the mortgaged
10 real estate, make such repairs to the mortgaged real estate
11 as may reasonably be deemed necessary for the proper
12 preservation thereof, advance for costs to inspect the
13 mortgaged real estate or to appraise it, or both, and
14 advance for premiums for pre-existing private or
15 governmental mortgage insurance to the extent required
16 after a foreclosure is commenced in order to keep such
17 insurance in force; and

18 (6) that under the terms of the mortgage, any money so
19 paid or expended will become an additional indebtedness
20 secured by the mortgage and will bear interest from the
21 date such monies are advanced at the rate provided in the
22 mortgage, or, if no rate is provided, at the statutory
23 judgment rate.

24 (e) Request for Foreclosure. The request for foreclosure is
25 deemed and construed to mean that the plaintiff requests that:

26 (1) an accounting may be taken under the direction of

1 the court of the amounts due and owing to the plaintiff;

2 (2) that the defendants be ordered to pay to the
3 plaintiff before expiration of any redemption period (or,
4 if no redemption period, before a short date fixed by the
5 court) whatever sums may appear to be due upon the taking
6 of such account, together with attorneys' fees and costs of
7 the proceedings (to the extent provided in the mortgage or
8 by law);

9 (3) that in default of such payment in accordance with
10 the judgment, the mortgaged real estate be sold as directed
11 by the court, to satisfy the amount due to the plaintiff as
12 set forth in the judgment, together with the interest
13 thereon at the statutory judgment rate from the date of the
14 judgment;

15 (4) that in the event the plaintiff is a purchaser of
16 the mortgaged real estate at such sale, the plaintiff may
17 offset against the purchase price of such real estate the
18 amounts due under the judgment of foreclosure and order
19 confirming the sale;

20 (5) that in the event of such sale and the failure of
21 any person entitled thereto to redeem prior to such sale
22 pursuant to this Article, the defendants made parties to
23 the foreclosure in accordance with this Article, and all
24 nonrecord claimants given notice of the foreclosure in
25 accordance with this Article, and all persons claiming by,
26 through or under them, and each and any and all of them,

1 may be forever barred and foreclosed of any right, title,
2 interest, claim, lien, or right to redeem in and to the
3 mortgaged real estate; and

4 (6) that if no redemption is made prior to such sale, a
5 deed may be issued to the purchaser thereat according to
6 law and such purchaser be let into possession of the
7 mortgaged real estate in accordance with Part 17 of this
8 Article.

9 (f) Request for Deficiency Judgment. A request for a
10 personal judgment for a deficiency in a foreclosure complaint
11 if the sale of the mortgaged real estate fails to produce a
12 sufficient amount to pay the amount found due, the plaintiff
13 may have a personal judgment against any party in the
14 foreclosure indicated as being personally liable therefor and
15 the enforcement thereof be had as provided by law.

16 (g) Request for Possession or Receiver. A request for
17 possession or appointment of a receiver has the meaning as
18 stated in subsection (b) of Section 15-1706.

19 (h) Answers by Parties. Any party may assert its interest
20 by counterclaim and such counterclaim may at the option of that
21 party stand in lieu of answer to the complaint for foreclosure
22 and all counter complaints previously or thereafter filed in
23 the foreclosure. Any such counterclaim shall be deemed to
24 constitute a statement that the counter claimant does not have
25 sufficient knowledge to form a belief as to the truth or
26 falsity of the allegations of the complaint and all other

1 counterclaims, except to the extent that the counterclaim
2 admits or specifically denies such allegations.

3 (Source: P.A. 91-357, eff. 7-29-99.)

4 (735 ILCS 5/15-1506) (from Ch. 110, par. 15-1506)

5 Sec. 15-1506. Judgment. (a) Evidence. In the trial of a
6 foreclosure, the evidence to support the allegations of the
7 complaint shall be taken in open court, except:

8 (1) where an allegation of fact in the complaint is not
9 denied by a party's verified answer or verified counterclaim,
10 or where a party pursuant to subsection (b) of Section 2-610 of
11 the Code of Civil Procedure states, or is deemed to have
12 stated, in its pleading that it has no knowledge of such
13 allegation sufficient to form a belief and attaches the
14 required affidavit, a sworn verification of the complaint or a
15 separate affidavit setting forth such fact is sufficient
16 evidence thereof against such party and no further evidence of
17 such fact shall be required; and

18 (2) where all the allegations of fact in the complaint have
19 been proved by verification of the complaint or affidavit, the
20 court upon motion supported by an affidavit stating the amount
21 which is due the mortgagee, shall enter a judgment of
22 foreclosure as requested in the complaint.

23 (b) Instruments. In all cases the evidence of the
24 indebtedness and the mortgage foreclosed shall be exhibited to
25 the court and appropriately marked, and copies thereof shall be

1 filed with the court.

2 (c) Summary and Default Judgments. Nothing in this Section
3 15-1506 shall prevent a party from obtaining a summary or
4 default judgment authorized by Article II of the Code of Civil
5 Procedure.

6 (d) Notice of Entry of Default. When any judgment in a
7 foreclosure is entered by default, notice of such judgment
8 shall be given in accordance with Section 2-1302 of the Code of
9 Civil Procedure.

10 (e) Matters Required in Judgment. A judgment of foreclosure
11 shall include the last date for redemption and all rulings of
12 the court entered with respect to each request for relief set
13 forth in the complaint. The omission of the date for redemption
14 shall not extend the time for redemption or impair the validity
15 of the judgment.

16 (f) Special Matters in Judgment. Without limiting the
17 general authority and powers of the court, special matters may
18 be included in the judgment of foreclosure if sought by a party
19 in the complaint or by separate motion. Such matters may
20 include, without limitation:

21 (1) a manner of sale other than public auction;

22 (2) a sale by sealed bid;

23 (3) an official or other person who shall be the officer to
24 conduct the sale other than the one customarily designated by
25 the court;

26 (4) provisions for non-exclusive broker listings or

1 designating a duly licensed real estate broker nominated by one
2 of the parties to exclusively list the real estate for sale;

3 (5) the fees or commissions to be paid out of the sale
4 proceeds to the listing or other duly licensed broker, if any,
5 who shall have procured the accepted bid;

6 (6) the fees to be paid out of the sale proceeds to an
7 auctioneer, if any, who shall have been authorized to conduct a
8 public auction sale;

9 (7) whether and in what manner and with what content signs
10 shall be posted on the real estate;

11 (8) a particular time and place at which such bids shall be
12 received;

13 (9) a particular newspaper or newspapers in which notice of
14 sale shall be published;

15 (10) the format for the advertising of such sale, including
16 the size, content and format of such advertising, and
17 additional advertising of such sale;

18 (11) matters or exceptions to which title in the real
19 estate may be subject at the sale;

20 (12) a requirement that title insurance in a specified form
21 be provided to a purchaser at the sale, and who shall pay for
22 such insurance;

23 (13) whether and to what extent bids with mortgage or other
24 contingencies will be allowed;

25 (14) such other matters as approved by the court to ensure
26 sale of the real estate for the most commercially favorable

1 price for the type of real estate involved; ~~and-~~

2 (15) in counties with a population of 3,000,000 or more,
3 whether any known occupant is a person who is 14 years of age
4 or younger, or 65 years of age or older, or who is a person with
5 a disability, as defined by Section 10 of the Disabilities
6 Services Act of 2003.

7 (g) Agreement of the Parties. If all of the parties agree
8 in writing on the minimum price and that the real estate may be
9 sold to the first person who offers in writing to purchase the
10 real estate for such price, and on such other commercially
11 reasonable terms and conditions as the parties may agree, then
12 the court shall order the real estate to be sold on such terms,
13 subject to confirmation of the sale in accordance with Section
14 15-1508.

15 (h) Postponement of Proving Priority. With the approval of
16 the court prior to the entry of the judgment of foreclosure, a
17 party claiming an interest in the proceeds of the sale of the
18 mortgaged real estate may defer proving the priority of such
19 interest until the hearing to confirm the sale.

20 (i) Effect of Judgment and Lien. (1) Upon the entry of the
21 judgment of foreclosure, all rights of a party in the
22 foreclosure against the mortgagor provided for in the judgment
23 of foreclosure or this Article shall be secured by a lien on
24 the mortgaged real estate, which lien shall have the same
25 priority as the claim to which the judgment relates and shall
26 be terminated upon confirmation of a judicial sale in

1 accordance with this Article.

2 (2) Upon the entry of the judgment of foreclosure, the
3 rights in the real estate subject to the judgment of
4 foreclosure of (i) all persons made a party in the foreclosure
5 and (ii) all nonrecord claimants given notice in accordance
6 with paragraph (2) of subsection (c) of Section 15-1502, shall
7 be solely as provided for in the judgment of foreclosure and in
8 this Article.

9 (Source: P.A. 85-907.)

10 (735 ILCS 5/15-1507) (from Ch. 110, par. 15-1507)

11 Sec. 15-1507. Judicial Sale.

12 (a) In General. Except as provided in Sections 15-1402 and
13 15-1403, upon entry of a judgment of foreclosure, the real
14 estate which is the subject of the judgment shall be sold at a
15 judicial sale in accordance with this Section 15-1507.

16 (b) Sale Procedures. Upon expiration of the reinstatement
17 period and the redemption period in accordance with subsection
18 (b) or (c) of Section 15-1603 or upon the entry of a judgment
19 of foreclosure after the waiver of all rights of redemption,
20 except as provided in subsection (g) of Section 15-1506, the
21 real estate shall be sold at a sale as provided in this
22 Article, on such terms and conditions as shall be specified by
23 the court in the judgment of foreclosure. A sale may be
24 conducted by any judge or sheriff.

25 (c) Notice of Sale. The mortgagee, or such other party

1 designated by the court, in a foreclosure under this Article
2 shall give public notice of the sale as follows:

3 (1) The notice of sale shall include at least the
4 following information, but an immaterial error in the
5 information shall not invalidate the legal effect of the
6 notice:

7 (A) the name, address and telephone number of the
8 person to contact for information regarding the real
9 estate;

10 (B) the common address and other common
11 description (other than legal description), if any, of
12 the real estate;

13 (C) a legal description of the real estate
14 sufficient to identify it with reasonable certainty;

15 (D) a description of the improvements on the real
16 estate;

17 (E) the times specified in the judgment, if any,
18 when the real estate may be inspected prior to sale;

19 (F) the time and place of the sale;

20 (G) the terms of the sale;

21 (H) the case title, case number and the court in
22 which the foreclosure was filed;

23 (H-1) in the case of a condominium unit to which
24 subsection (g) of Section 9 of the Condominium Property
25 Act applies, the statement required by subdivision
26 (g) (5) of Section 9 of the Condominium Property Act;

1 ~~and~~

2 (I) such other information ordered by the Court;

3 ~~and-~~

4 (J) in counties with a population of 3,000,000 or
5 more, the name and date of birth of each known occupant
6 of the mortgaged real estate and the name of each known
7 occupant with a disability, as defined by Section 10 of
8 the Disabilities Services Act of 2003.

9 (2) The notice of sale shall be published at least 3
10 consecutive calendar weeks (Sunday through Saturday), once
11 in each week, the first such notice to be published not
12 more than 45 days prior to the sale, the last such notice
13 to be published not less than 7 days prior to the sale, by:
14 (i) (A) advertisements in a newspaper circulated to the
15 general public in the county in which the real estate is
16 located, in the section of that newspaper where legal
17 notices are commonly placed and (B) separate
18 advertisements in the section of such a newspaper, which
19 (except in counties with a population in excess of
20 3,000,000) may be the same newspaper, in which real estate
21 other than real estate being sold as part of legal
22 proceedings is commonly advertised to the general public;
23 provided, that the separate advertisements in the real
24 estate section need not include a legal description and
25 that where both advertisements could be published in the
26 same newspaper and that newspaper does not have separate

1 legal notices and real estate advertisement sections, a
2 single advertisement with the legal description shall be
3 sufficient; and (ii) such other publications as may be
4 further ordered by the court.

5 (3) The party who gives notice of public sale in
6 accordance with subsection (c) of Section 15-1507 shall
7 also give notice to all parties in the action who have
8 appeared and have not theretofore been found by the court
9 to be in default for failure to plead. Such notice shall be
10 given in the manner provided in the applicable rules of
11 court for service of papers other than process and
12 complaint, not more than 45 days nor less than 7 days prior
13 to the day of sale. After notice is given as required in
14 this Section a copy thereof shall be filed in the office of
15 the clerk of the court entering the judgment, together with
16 a certificate of counsel or other proof that notice has
17 been served in compliance with this Section.

18 (4) The party who gives notice of public sale in
19 accordance with subsection (c) of Section 15-1507 shall
20 again give notice in accordance with that Section of any
21 adjourned sale; provided, however, that if the adjourned
22 sale is to occur less than 60 days after the last scheduled
23 sale, notice of any adjourned sale need not be given
24 pursuant to this Section. In the event of adjournment, the
25 person conducting the sale shall, upon adjournment,
26 announce the date, time and place upon which the adjourned

1 sale shall be held. Notwithstanding any language to the
2 contrary, for any adjourned sale that is to be conducted
3 more than 60 days after the date on which it was to first
4 be held, the party giving notice of such sale shall again
5 give notice in accordance with this Section.

6 (5) Notice of the sale may be given prior to the
7 expiration of any reinstatement period or redemption
8 period.

9 (6) No other notice by publication or posting shall be
10 necessary unless required by order or rule of the court.

11 (7) The person named in the notice of sale to be
12 contacted for information about the real estate may, but
13 shall not be required, to provide additional information
14 other than that set forth in the notice of sale.

15 (d) Election of Property. If the real estate which is the
16 subject of a judgment of foreclosure is susceptible of
17 division, the court may order it to be sold as necessary to
18 satisfy the judgment. The court shall determine which real
19 estate shall be sold, and the court may determine the order in
20 which separate tracts may be sold.

21 (e) Receipt upon Sale. Upon and at the sale of mortgaged
22 real estate, the person conducting the sale shall give to the
23 purchaser a receipt of sale. The receipt shall describe the
24 real estate purchased and shall show the amount bid, the amount
25 paid, the total amount paid to date and the amount still to be
26 paid therefor. An additional receipt shall be given at the time

1 of each subsequent payment.

2 (f) Certificate of Sale. Upon payment in full of the amount
3 bid, the person conducting the sale shall issue, in duplicate,
4 and give to the purchaser a Certificate of Sale. The
5 Certificate of Sale shall be in a recordable form, describe the
6 real estate purchased, indicate the date and place of sale and
7 show the amount paid therefor. The Certificate of Sale shall
8 further indicate that it is subject to confirmation by the
9 court. The duplicate certificate may be recorded in accordance
10 with Section 12-121. The Certificate of Sale shall be freely
11 assignable by endorsement thereon.

12 (g) Interest after Sale. Any bid at sale shall be deemed to
13 include, without the necessity of a court order, interest at
14 the statutory judgment rate on any unpaid portion of the sale
15 price from the date of sale to the date of payment.

16 (Source: P.A. 94-1049, eff. 1-1-07.)

17 Section 99. Effective date. This Act takes effect upon
18 becoming law.