



## 96TH GENERAL ASSEMBLY

### State of Illinois

2009 and 2010

HB3946

Introduced 2/26/2009, by Rep. James D. Brosnahan

#### 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 birth date of each known occupant of the premises and each known occupant with 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.

LRB096 09580 AJO 19741 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. The plaintiff will also provide a  
5 physical description of the structure in the demand to include  
6 the number of stories and if it is a multiple unit structure.

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

8 (735 ILCS 5/9-104.2) (from Ch. 110, par. 9-104.2)

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

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

18 (a-5) The Board of Managers may seek to terminate the right  
19 of possession of a tenant or other occupant of a unit under an  
20 existing lease or other arrangement between the tenant or other  
21 occupant and the defaulting owner of a unit, either within the  
22 same action against the unit owner under paragraph (7) of  
23 subsection (a) of Section 9-102 of this Article or  
24 independently thereafter under other paragraphs of that  
25 subsection. If a tenant or other occupant of a unit is joined

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

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

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

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



1 certificate on the tenant in the manner provided by Section  
2 9-211 of this Code, the tenant shall be obligated to pay the  
3 rent under the lease arrangement to the Board of Managers as it  
4 becomes due. If the tenant thereafter fails and refuses to pay  
5 the rent, the Board of Managers may bring an action for  
6 possession after making a demand for rent in accordance with  
7 Section 9-209 of this Code.

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

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

1 condominium) Association elects to terminate your lease,  
2 and you are hereby notified to quit and vacate same within  
3 10 days of this date.".

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

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

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

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

1 (735 ILCS 5/9-211) (from Ch. 110, par. 9-211)

2 Sec. 9-211. Service of demand or notice. Any demand may be  
3 made or notice served by delivering a written or printed, or  
4 partly written and printed, copy thereof to the tenant, or by  
5 leaving the same with some person of the age of 13 years or  
6 upwards, residing on or in possession of the premises; or by  
7 sending a copy of the notice to the tenant by certified or  
8 registered mail, with a returned receipt from the addressee;  
9 and in case no one is in the actual possession of the premises,  
10 then by posting the same on the premises.

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

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

17 (735 ILCS 5/15-1503) (from Ch. 110, par. 15-1503)

18 Sec. 15-1503. Notice of Foreclosure. A notice of  
19 foreclosure, whether the foreclosure is initiated by complaint  
20 or counterclaim, made in accordance with this Section and  
21 recorded in the county in which the mortgaged real estate is  
22 located shall be constructive notice of the pendency of the  
23 foreclosure to every person claiming an interest in or lien on  
24 the mortgaged real estate, whose interest or lien has not been  
25 recorded prior to the recording of such notice of foreclosure.

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

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

24 (735 ILCS 5/15-1504) (from Ch. 110, par. 15-1504)

25 Sec. 15-1504. Pleadings and service.

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

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

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

10 (3) Information concerning mortgage:

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

14 (B) Date of mortgage:

15 (C) Name of mortgagor:

16 (D) Name of mortgagee:

17 (E) Date and place of recording:

18 (F) Identification of recording: (here insert book  
19 and page number or document number)

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

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

25 (I) Both the legal description of the mortgaged  
26 real estate and the common address or other information

1 sufficient to identify it with reasonable certainty:

2 (J) Statement as to defaults, including, but not  
3 necessarily limited to, date of default, current  
4 unpaid principal balance, per diem interest accruing,  
5 and any further information concerning the default:

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

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

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

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

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

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

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

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

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

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

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

23 REQUEST FOR RELIEF

24 Plaintiff requests:

25 (i) A judgment of foreclosure and sale.

1           (ii) An order granting a shortened redemption period,  
2           if sought.

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

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

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

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

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

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

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

25               (2) that the exhibits attached are true and correct  
26               copies of the mortgage and note and are incorporated and



1           made a part of the complaint by express reference;

2           (3) that the mortgagor was at the date indicated an  
3           owner of the interest in the real estate described in the  
4           complaint and that as of that date made, executed and  
5           delivered the mortgage as security for the note or other  
6           obligations;

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

11          (5) that defaults occurred as indicated;

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

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

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

1           (9) that any and all notices of default or election to  
2 declare the indebtedness due and payable or other notices  
3 required to be given have been duly and properly given;

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

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

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

1 (d) Request for Fees and Costs. A statement in the  
2 complaint that plaintiff seeks the inclusion of attorneys' fees  
3 and of costs and expenses shall be deemed and construed to  
4 include allegations that:

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

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

21 (3) that under the terms of the mortgage, all such  
22 advances, costs, attorneys' fees and other fees, expenses  
23 and disbursements are made a lien upon the mortgaged real  
24 estate and the plaintiff is entitled to recover all such  
25 advances, costs, attorneys' fees, expenses and  
26 disbursements, together with interest on all advances at

1 the rate provided in the mortgage, or, if no rate is  
2 provided therein, at the statutory judgment rate, from the  
3 date on which such advances are made;

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

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

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

26 (e) Request for Foreclosure. The request for foreclosure is

1 deemed and construed to mean that the plaintiff requests that:

2 (1) an accounting may be taken under the direction of  
3 the court of the amounts due and owing to the plaintiff;

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

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

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

22 (5) that in the event of such sale and the failure of  
23 any person entitled thereto to redeem prior to such sale  
24 pursuant to this Article, the defendants made parties to  
25 the foreclosure in accordance with this Article, and all  
26 nonrecord claimants given notice of the foreclosure in

1           accordance with this Article, and all persons claiming by,  
2           through or under them, and each and any and all of them,  
3           may be forever barred and foreclosed of any right, title,  
4           interest, claim, lien, or right to redeem in and to the  
5           mortgaged real estate; and

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

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

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

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

1 sufficient knowledge to form a belief as to the truth or  
2 falsity of the allegations of the complaint and all other  
3 counterclaims, except to the extent that the counterclaim  
4 admits or specifically denies such allegations.

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

6 (735 ILCS 5/15-1506) (from Ch. 110, par. 15-1506)

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

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

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

25 (b) Instruments. In all cases the evidence of the

1 indebtedness and the mortgage foreclosed shall be exhibited to  
2 the court and appropriately marked, and copies thereof shall be  
3 filed with the court.

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

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

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

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

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

24 (2) a sale by sealed bid;

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



1 the court;

2 (4) provisions for non-exclusive broker listings or  
3 designating a duly licensed real estate broker nominated by one  
4 of the parties to exclusively list the real estate for sale;

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

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

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

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

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

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

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

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

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

1           (14) such other matters as approved by the court to ensure  
2 sale of the real estate for the most commercially favorable  
3 price for the type of real estate involved; ~~and-~~

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

9           (g) Agreement of the Parties. If all of the parties agree  
10 in writing on the minimum price and that the real estate may be  
11 sold to the first person who offers in writing to purchase the  
12 real estate for such price, and on such other commercially  
13 reasonable terms and conditions as the parties may agree, then  
14 the court shall order the real estate to be sold on such terms,  
15 subject to confirmation of the sale in accordance with Section  
16 15-1508.

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

22           (i) Effect of Judgment and Lien. (1) Upon the entry of the  
23 judgment of foreclosure, all rights of a party in the  
24 foreclosure against the mortgagor provided for in the judgment  
25 of foreclosure or this Article shall be secured by a lien on  
26 the mortgaged real estate, which lien shall have the same

1 priority as the claim to which the judgment relates and shall  
2 be terminated upon confirmation of a judicial sale in  
3 accordance with this Article.

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

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

12 (735 ILCS 5/15-1507) (from Ch. 110, par. 15-1507)

13 Sec. 15-1507. Judicial Sale.

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

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

1 conducted by any judge or sheriff.

2 (c) Notice of Sale. The mortgagee, or such other party  
3 designated by the court, in a foreclosure under this Article  
4 shall give public notice of the sale as follows:

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

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

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

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

17 (D) a description of the improvements on the real  
18 estate;

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

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

22 (G) the terms of the sale;

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

25 (H-1) in the case of a condominium unit to which  
26 subsection (g) of Section 9 of the Condominium Property

1 Act applies, the statement required by subdivision  
2 (g) (5) of Section 9 of the Condominium Property Act;

3 ~~and~~

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

5 ~~and-~~

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

11 (2) The notice of sale shall be published at least 3  
12 consecutive calendar weeks (Sunday through Saturday), once  
13 in each week, the first such notice to be published not  
14 more than 45 days prior to the sale, the last such notice  
15 to be published not less than 7 days prior to the sale, by:

16 (i) (A) advertisements in a newspaper circulated to the  
17 general public in the county in which the real estate is  
18 located, in the section of that newspaper where legal  
19 notices are commonly placed and (B) separate  
20 advertisements in the section of such a newspaper, which  
21 (except in counties with a population in excess of  
22 3,000,000) may be the same newspaper, in which real estate  
23 other than real estate being sold as part of legal  
24 proceedings is commonly advertised to the general public;  
25 provided, that the separate advertisements in the real  
26 estate section need not include a legal description and

1           that where both advertisements could be published in the  
2           same newspaper and that newspaper does not have separate  
3           legal notices and real estate advertisement sections, a  
4           single advertisement with the legal description shall be  
5           sufficient; and (ii) such other publications as may be  
6           further ordered by the court.

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

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

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

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

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

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

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

23 (e) Receipt upon Sale. Upon and at the sale of mortgaged  
24 real estate, the person conducting the sale shall give to the  
25 purchaser a receipt of sale. The receipt shall describe the  
26 real estate purchased and shall show the amount bid, the amount

1 paid, the total amount paid to date and the amount still to be  
2 paid therefor. An additional receipt shall be given at the time  
3 of each subsequent payment.

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

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

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

19 Section 99. Effective date. This Act takes effect upon  
20 becoming law.