

# HB0956



## 97TH GENERAL ASSEMBLY

### State of Illinois

2011 and 2012

HB0956

Introduced 01/31/11, by Rep. Michael J. Madigan

#### SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-110

from Ch. 110, par. 9-110

Amends the Code of Civil Procedure. Makes a technical change in provisions concerning forcible entry and detainer.

LRB097 03772 AJO 43809 b

A BILL FOR

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 Section 9-110 as follows:

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

7 Sec. 9-110. Judgment for whole premises - Stay of  
8 enforcement. If it appears on the ~~the~~ trial that the plaintiff  
9 is entitled to the possession of the whole of the premises  
10 claimed, judgment for the possession thereof and for costs  
11 shall be entered in favor of the plaintiff. However, if the  
12 action is brought under Article IX of this Code and is based  
13 upon a breach of a contract entered into on or after July 1,  
14 1962 for the purchase of such premises, the court, by order,  
15 may stay the enforcement of the judgment for a period not to  
16 exceed 60 days from the date of the judgment, or if the court  
17 finds that the amount unpaid on the contract is less than 75%  
18 of the original purchase price, then the court shall stay the  
19 enforcement of the judgment for a period of 180 days from the  
20 date of the judgment. The court may order a stay of less than  
21 180 days (but in no event less than 60 days) if it is shown that  
22 the plaintiff, prior to the filing of the action under Article  
23 IX of this Act, granted the defendant previous extensions of

1 time to pay the amounts due under the contract, or for other  
2 good cause shown. If during such period of stay the defendant  
3 pays the entire amount then due and payable under the terms of  
4 the contract other than such portion of the principal balance  
5 due under the contract as would not be due had no default  
6 occurred and costs and, if the contract provides therefor,  
7 reasonable attorney's fees as fixed by the court, and cures all  
8 other defaults then existing, the contract shall remain in  
9 force the same as if no default had occurred. The relief  
10 granted to a defendant by this Section shall not be exhausted  
11 by a single use thereof but shall not be again available with  
12 respect to the same contract for a period of 5 years from the  
13 date of such judgment. Whenever defendant cures the default  
14 under the contract pursuant to this Section, the defendant may  
15 within the period of stay file a motion to vacate the judgment  
16 in the court in which the judgment was entered, and, if the  
17 court, upon the hearing of such motion, is satisfied that such  
18 default has been cured, such judgment shall be vacated. Unless  
19 defendant files such motion to vacate in the court or the  
20 judgment is otherwise stayed, enforcement of the judgment may  
21 proceed immediately upon the expiration of such period of stay  
22 and all rights of the defendant in and to the premises and in  
23 and to the real estate described in the contract are  
24 terminated.

25 Nothing herein contained shall be construed as affecting  
26 the right of a seller of such premises to any lawful remedy or

1 relief other than that provided by Part 1 of Article IX of this  
2 Act.

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