



Sen. Jacqueline Y. Collins

Filed: 2/28/2013

09800SB1602sam001

LRB098 09678 HEP 41039 a

1 AMENDMENT TO SENATE BILL 1602

2 AMENDMENT NO. _____. Amend Senate Bill 1602 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Code of Civil Procedure is amended by
5 changing Sections 9-121, 9-205, 9-207, 15-1202.5, 15-1506,
6 15-1508, 15-1508.5, 15-1701, 15-1703, and 15-1704 and by adding
7 Section 9-207.5 as follows:

8 (735 ILCS 5/9-121)

9 Sec. 9-121. Sealing of court file.

10 (a) Definition. As used in this Section, "court file" means
11 the court file created when a forcible entry and detainer
12 action is filed with the court.

13 (b) Discretionary sealing of court file. The court may
14 order that a court file in a forcible entry and detainer action
15 be placed under seal if the court finds that the plaintiff's
16 action is sufficiently without a basis in fact or law, which

1 may include a lack of jurisdiction, that placing the court file
2 under seal is clearly in the interests of justice, and that
3 those interests are not outweighed by the public's interest in
4 knowing about the record.

5 (c) Mandatory sealing of court file. The court file
6 relating to a forcible entry and detainer action brought
7 against a tenant under Section 9-207.5 of this Code or as set
8 forth in subdivision (h) (5) of Section 15-1701 of this Code
9 shall be placed under seal ~~who would have lawful possession of~~
10 ~~the premises but for the foreclosure on the property shall be~~
11 ~~sealed pursuant to Section 15-1701.~~

12 (Source: P.A. 96-1131, eff. 7-20-10.)

13 (735 ILCS 5/9-205) (from Ch. 110, par. 9-205)

14 Sec. 9-205. Notice to terminate tenancy from year to year.
15 Except as provided in Section 9-206 and Section 9-207.5 of this
16 Act, in all cases of tenancy from year to year, 60 days'
17 notice, in writing, shall be sufficient to terminate the
18 tenancy at the end of the year. The notice may be given at any
19 time within 4 months preceding the last 60 days of the year.

20 (Source: P.A. 82-280.)

21 (735 ILCS 5/9-207) (from Ch. 110, par. 9-207)

22 Sec. 9-207. Notice to terminate tenancy for less than a
23 year.

24 (a) Except as provided in Section 9-207.5 of this Code, in

1 ~~In~~ all cases of tenancy from week to week, where the tenant
2 holds over without special agreement, the landlord may
3 terminate the tenancy by 7 days' notice, in writing, and may
4 maintain an action for forcible entry and detainer or
5 ejectment.

6 (b) Except as provided in Section 9-207.5 of this Code, in
7 ~~In~~ all cases of tenancy for any term less than one year, other
8 than tenancy from week to week, where the tenant holds over
9 without special agreement, the landlord may terminate the
10 tenancy by 30 days' notice, in writing, and may maintain an
11 action for forcible entry and detainer or ejectment.

12 (Source: P.A. 82-280.)

13 (735 ILCS 5/9-207.5 new)

14 Sec. 9-207.5. Termination of tenancies after foreclosure.
15 In the case of a foreclosure under Article 15 of this Code, the
16 landlord may terminate a tenancy established prior to the
17 confirmation of sale under Section 15-1508 of this Code only
18 (i) at the end of the term of the lease agreement by 90 days'
19 written notice issued not earlier than 90 days prior to the end
20 of the term of the lease; or (ii) in the case of a month to
21 month or week to week tenancy, by 90 days' written notice.
22 Nothing in this Section shall abrogate the rights of a landlord
23 to terminate a tenancy under Sections 9-118, 9-119, 9-120,
24 9-209, or 9-210 of this Code.

1 (735 ILCS 5/15-1202.5)

2 Sec. 15-1202.5. Dwelling unit. For the purposes of Sections
3 15-1506, 15-1508, 15-1508.5, 15-1701, 15-1703, and 15-1704
4 only, "dwelling unit" means a room or suite of rooms providing
5 complete, independent living facilities for at least one
6 person, including permanent provisions for sanitation,
7 cooking, eating, sleeping, and other activities routinely
8 associated with daily life.

9 (Source: P.A. 96-111, eff. 10-29-09; 97-575, eff. 8-26-11.)

10 (735 ILCS 5/15-1506) (from Ch. 110, par. 15-1506)

11 Sec. 15-1506. Judgment.

12 (a) Evidence. In the trial of a foreclosure, the evidence
13 to support the allegations of the complaint shall be taken in
14 open court, except:

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

25 (2) where all the allegations of fact in the complaint

1 have been proved by verification of the complaint or
2 affidavit, the court upon motion supported by an affidavit
3 stating the amount which is due the mortgagee, shall enter
4 a judgment of foreclosure as requested in the complaint.

5 (b) Instruments. In all cases the evidence of the
6 indebtedness and the mortgage foreclosed shall be exhibited to
7 the court and appropriately marked, and copies thereof shall be
8 filed with the court.

9 (c) Summary and Default Judgments. Nothing in this Section
10 15-1506 shall prevent a party from obtaining a summary or
11 default judgment authorized by Article II of the Code of Civil
12 Procedure.

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

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

23 (f) Special Matters in Judgment. Without limiting the
24 general authority and powers of the court, special matters may
25 be included in the judgment of foreclosure if sought by a party
26 in the complaint or by separate motion. Such matters may

1 include, without limitation:

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

3 (2) a sale by sealed bid;

4 (3) an official or other person who shall be the
5 officer to conduct the sale other than the one customarily
6 designated by the court;

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

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

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

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

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

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

23 (10) the format for the advertising of such sale,
24 including the size, content and format of such advertising,
25 and additional advertising of such sale;

26 (11) matters or exceptions to which title in the real

1 estate may be subject at the sale;

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

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

7 (14) such other matters as approved by the court to
8 ensure sale of the real estate for the most commercially
9 favorable price for the type of real estate involved.

10 (g) Agreement of the Parties. If all of the parties agree
11 in writing on the minimum price and that the real estate may be
12 sold to the first person who offers in writing to purchase the
13 real estate for such price, and on such other commercially
14 reasonable terms and conditions as the parties may agree, then
15 the court shall order the real estate to be sold on such terms,
16 subject to confirmation of the sale in accordance with Section
17 15-1508.

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

23 (i) Effect of Judgment and Lien.

24 (1) Upon the entry of the judgment of foreclosure, all
25 rights of a party in the foreclosure against the mortgagor
26 provided for in the judgment of foreclosure or this Article

1 shall be secured by a lien on the mortgaged real estate,
2 which lien shall have the same priority as the claim to
3 which the judgment relates and shall be terminated upon
4 confirmation of a judicial sale in accordance with this
5 Article.

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

13 (3) Entry of a judgment of foreclosure does not
14 terminate or otherwise affect the rights or interest of any
15 occupant of a dwelling unit who has a lease or tenancy
16 resulting from an arm's length transaction and who is not
17 the mortgagor, whether or not the occupant has been made a
18 party in the foreclosure.

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

20 (735 ILCS 5/15-1508) (from Ch. 110, par. 15-1508)

21 Sec. 15-1508. Report of Sale and Confirmation of Sale.

22 (a) Report. The person conducting the sale shall promptly
23 make a report to the court, which report shall include a copy
24 of all receipts and, if any, certificate of sale.

25 (b) Hearing. Upon motion and notice in accordance with

1 court rules applicable to motions generally, which motion shall
2 not be made prior to sale, the court shall conduct a hearing to
3 confirm the sale. Unless the court finds that (i) a notice
4 required in accordance with subsection (c) of Section 15-1507
5 was not given, (ii) the terms of sale were unconscionable,
6 (iii) the sale was conducted fraudulently, or (iv) justice was
7 otherwise not done, the court shall then enter an order
8 confirming the sale. The confirmation order shall include a
9 name, address, and telephone number of the holder of the
10 certificate of sale or deed issued pursuant to that certificate
11 or, if no certificate or deed was issued, the purchaser, whom a
12 municipality or county may contact with concerns about the real
13 estate. The confirmation order may also:

14 (1) approve the mortgagee's fees and costs arising
15 between the entry of the judgment of foreclosure and the
16 confirmation hearing, those costs and fees to be allowable
17 to the same extent as provided in the note and mortgage and
18 in Section 15-1504;

19 (2) provide for a personal judgment against any party
20 for a deficiency; and

21 (3) determine the priority of the judgments of parties
22 who deferred proving the priority pursuant to subsection
23 (h) of Section 15-1506, but the court shall not defer
24 confirming the sale pending the determination of such
25 priority.

26 (b-5) Notice with respect to residential real estate. With

1 respect to residential real estate, the notice required under
2 subsection (b) of this Section shall be sent to the mortgagor
3 even if the mortgagor has previously been held in default. In
4 the event the mortgagor has filed an appearance, the notice
5 shall be sent to the address indicated on the appearance. In
6 all other cases, the notice shall be sent to the mortgagor at
7 the common address of the foreclosed property. The notice shall
8 be sent by first class mail. Unless the right to possession has
9 been previously terminated by the court, the notice shall
10 include the following language in 12-point boldface
11 capitalized type:

12 IF YOU ARE THE MORTGAGOR (HOMEOWNER), YOU HAVE THE RIGHT TO
13 REMAIN IN POSSESSION FOR 30 DAYS AFTER ENTRY OF AN ORDER OF
14 POSSESSION, IN ACCORDANCE WITH SECTION 15-1701(c) OF THE
15 ILLINOIS MORTGAGE FORECLOSURE LAW.

16 (b-10) Notice of confirmation order sent to municipality or
17 county. A copy of the confirmation order required under
18 subsection (b) shall be sent to the municipality in which the
19 foreclosed property is located, or to the county within the
20 boundary of which the foreclosed property is located if the
21 foreclosed property is located in an unincorporated territory.
22 A municipality or county must clearly publish on its website a
23 single address to which such notice shall be sent. If a
24 municipality or county does not maintain a website, then the
25 municipality or county must publicly post in its main office a
26 single address to which such notice shall be sent. In the event

1 that a municipality or county has not complied with the
2 publication requirement in this subsection (b-10), then such
3 notice to the municipality or county shall be provided pursuant
4 to Section 2-211 of the Code of Civil Procedure.

5 (c) Failure to Give Notice. If any sale is held without
6 compliance with subsection (c) of Section 15-1507 of this
7 Article, any party entitled to the notice provided for in
8 paragraph (3) of that subsection (c) who was not so notified
9 may, by motion supported by affidavit made prior to
10 confirmation of such sale, ask the court which entered the
11 judgment to set aside the sale. Any such party shall guarantee
12 or secure by bond a bid equal to the successful bid at the
13 prior sale, unless the party seeking to set aside the sale is
14 the mortgagor, the real estate sold at the sale is residential
15 real estate, and the mortgagor occupies the residential real
16 estate at the time the motion is filed. In that event, no
17 guarantee or bond shall be required of the mortgagor. Any
18 subsequent sale is subject to the same notice requirement as
19 the original sale.

20 (d) Validity of Sale. Except as provided in subsection (c)
21 of Section 15-1508, no sale under this Article shall be held
22 invalid or be set aside because of any defect in the notice
23 thereof or in the publication of the same, or in the
24 proceedings of the officer conducting the sale, except upon
25 good cause shown in a hearing pursuant to subsection (b) of
26 Section 15-1508. At any time after a sale has occurred, any

1 party entitled to notice under paragraph (3) of subsection (c)
2 of Section 15-1507 may recover from the mortgagee any damages
3 caused by the mortgagee's failure to comply with such paragraph
4 (3). Any party who recovers damages in a judicial proceeding
5 brought under this subsection may also recover from the
6 mortgagee the reasonable expenses of litigation, including
7 reasonable attorney's fees.

8 (d-5) Making Home Affordable Program. The court that
9 entered the judgment shall set aside a sale held pursuant to
10 Section 15-1507, upon motion of the mortgagor at any time prior
11 to the confirmation of the sale, if the mortgagor proves by a
12 preponderance of the evidence that (i) the mortgagor has
13 applied for assistance under the Making Home Affordable Program
14 established by the United States Department of the Treasury
15 pursuant to the Emergency Economic Stabilization Act of 2008,
16 as amended by the American Recovery and Reinvestment Act of
17 2009, and (ii) the mortgaged real estate was sold in material
18 violation of the program's requirements for proceeding to a
19 judicial sale. The provisions of this subsection (d-5), except
20 for this sentence, shall become inoperative on January 1, 2014
21 for all actions filed under this Article after December 31,
22 2013, in which the mortgagor did not apply for assistance under
23 the Making Home Affordable Program on or before December 31,
24 2013.

25 (e) Deficiency Judgment. In any order confirming a sale
26 pursuant to the judgment of foreclosure, the court shall also

1 enter a personal judgment for deficiency against any party (i)
2 if otherwise authorized and (ii) to the extent requested in the
3 complaint and proven upon presentation of the report of sale in
4 accordance with Section 15-1508. Except as otherwise provided
5 in this Article, a judgment may be entered for any balance of
6 money that may be found due to the plaintiff, over and above
7 the proceeds of the sale or sales, and enforcement may be had
8 for the collection of such balance, the same as when the
9 judgment is solely for the payment of money. Such judgment may
10 be entered, or enforcement had, only in cases where personal
11 service has been had upon the persons personally liable for the
12 mortgage indebtedness, unless they have entered their
13 appearance in the foreclosure action.

14 (f) Satisfaction. Upon confirmation of the sale, the
15 judgment stands satisfied to the extent of the sale price less
16 expenses and costs. If the order confirming the sale includes a
17 deficiency judgment, the judgment shall become a lien in the
18 manner of any other judgment for the payment of money.

19 (g) The order confirming the sale shall include,
20 notwithstanding any previous orders awarding possession during
21 the pendency of the foreclosure, an award to the purchaser of
22 possession of the mortgaged real estate, as of the date 30 days
23 after the entry of the order, against the parties to the
24 foreclosure whose interests have been terminated.

25 An order of possession authorizing the removal of a person
26 from possession of the mortgaged real estate shall be entered

1 and enforced only against those persons personally named as
2 individuals in the complaint or the petition under subsection
3 (h) of Section 15-1701. However, no order of possession issued
4 under this Section shall be entered against an occupant of a
5 dwelling unit of the mortgaged real estate who has been
6 personally named in the foreclosure if that occupant is not the
7 mortgagor and has a lease or tenancy resulting from an arm's
8 length transaction. An ~~and in the~~ order of possession and shall
9 not be entered and enforced against any person who is only
10 generically described as an unknown owner or nonrecord claimant
11 or by another generic designation in the complaint.

12 Notwithstanding the preceding paragraph, the failure to
13 personally name, include, or seek an award of possession of the
14 mortgaged real estate against a person in the confirmation
15 order shall not abrogate any right that the purchaser may have
16 to possession of the mortgaged real estate and to maintain a
17 proceeding against that person for possession under Article 9
18 of this Code or, if applicable, under subsection (h) of Section
19 15-1701; and possession against a person who (1) has not been
20 personally named as a party to the foreclosure and (2) has not
21 been provided an opportunity to be heard in the foreclosure
22 proceeding may be sought only by maintaining a proceeding under
23 Article 9 of this Code or, if applicable, under subsection (h)
24 of Section 15-1701.

25 (h) With respect to mortgaged real estate containing 5 or
26 more dwelling units, the order confirming the sale shall also

1 provide that (i) the mortgagor shall transfer to the purchaser
2 the security deposits, if any, that the mortgagor received to
3 secure payment of rent or to compensate for damage to the
4 mortgaged real estate from any current occupant of a dwelling
5 unit of the mortgaged real estate, as well as any statutory
6 interest that has not been paid to the occupant, and (ii) the
7 mortgagor shall provide an accounting of the security deposits
8 that are transferred, including the name and address of each
9 occupant for whom the mortgagor holds the deposit and the
10 amount of the deposit and any statutory interest.

11 (Source: P.A. 96-265, eff. 8-11-09; 96-856, eff. 3-1-10;
12 96-1245, eff. 7-23-10; 97-333, eff. 8-12-11; 97-575, eff.
13 8-26-11; 97-1159, eff. 1-29-13.)

14 (735 ILCS 5/15-1508.5)

15 Sec. 15-1508.5. Notice by holder or purchaser to known
16 occupants of dwelling units of mortgaged real estate.

17 (a) The holder of the certificate of sale or deed issued
18 pursuant to that certificate or, if no certificate or deed was
19 issued, the purchaser, shall:

20 (1) following the judicial sale under Section 15-1507,
21 but no later than 21 days after the confirmation of sale
22 under Section 15-1508, make a good faith effort to
23 ascertain the identities and addresses of all occupants of
24 dwelling units of the mortgaged real estate; and

25 (2) following the order confirming sale under Section

1 15-1508, but no later than 21 days after the order
2 confirming sale, notify all known occupants of dwelling
3 units of the mortgaged real estate that the holder or
4 purchaser has acquired the mortgaged real estate. The
5 notice shall be in writing and shall:

6 (i) identify the occupant being served by the name
7 known to the holder or purchaser;

8 (ii) inform the occupant that the mortgaged real
9 estate at which the dwelling unit is located is the
10 subject of a foreclosure and that control of the
11 mortgaged real estate has changed;

12 (iii) provide the name, address, and telephone
13 number of an individual or entity whom the occupants
14 may contact with concerns about the mortgaged real
15 estate or to request repairs of that property;

16 (iv) include the following language, or language
17 that is substantially similar: "This is NOT a notice to
18 vacate the premises. You may wish to contact a lawyer
19 or your local legal aid or housing counseling agency to
20 discuss any rights that you may have."; ~~and~~

21 (v) include the name of the case, the case number,
22 and the court where the order confirming the sale has
23 been entered; and-

24 (vi) provide instructions on the method of payment
25 of future rent, if applicable.

26 (b) The written notice required by subsection (a) of this

1 Section shall be served by delivering a copy thereof to the
2 known occupant, or by leaving the same with some person of the
3 age of 13 years or upwards who is residing on or in possession
4 of the premises, or by sending a copy of the notice to the
5 known occupant by first-class mail, addressed to the occupant
6 by the name known to the holder or purchaser.

7 (c) In the event that the holder or purchaser ascertains
8 the identity and address of an occupant of a dwelling unit of
9 the mortgaged real estate more than 21 days after the
10 confirmation of sale under Section 15-1508, the holder or
11 purchaser shall provide the notice required by subparagraph (2)
12 of subsection (a) within 7 days of ascertaining the identity
13 and address of the occupant.

14 (d)(i) A holder or purchaser who fails to comply with
15 subsections (a), (b), and (c) may not collect any rent due and
16 owing from a known occupant, or terminate a known occupant's
17 tenancy for non-payment of such rent, until the holder or
18 purchaser has served the notice described in paragraph (2) of
19 subsection (a) of this Section upon the known occupant. After
20 providing such notice, the holder or purchaser may collect any
21 and all rent accruing after service of the notice ~~otherwise due~~
22 and owing the holder or purchaser from the known occupant and
23 may terminate the known occupant's tenancy for non-payment of
24 such rent if the holder or purchaser otherwise has such right
25 to terminate.

26 (ii) An occupant who previously paid rent for the current

1 rental period to the mortgagor, or other entity with the
2 authority to operate, manage, and conserve the mortgaged real
3 estate at the time of payment, shall not be held liable for
4 that rent by the holder or purchaser, and the occupant's
5 tenancy shall not be terminated for non-payment of rent for
6 that rental period.

7 (e) Within 21 days of the confirmation of sale under
8 Section 15-1508, the holder or purchaser shall post a written
9 notice on the primary entrance of each dwelling unit subject to
10 the foreclosure action. This notice shall:

11 (i) inform occupant that the dwelling unit is the
12 subject of a foreclosure action and that control of the
13 mortgaged real estate has changed;

14 (ii) include the following language: "This is NOT a
15 notice to vacate the premises."; ~~and~~

16 (iii) provide the name, address, and telephone number
17 of the individual or entity whom occupants may contact with
18 concerns about the mortgaged real estate or to request
19 repairs of the property; ~~and-~~

20 (iv) provide instructions on the method of payment of
21 future rent, if applicable.

22 (f)(i) The provisions of subsection (d) of this Section
23 shall be the exclusive remedy for the failure of a holder or
24 purchaser to provide notice to a known occupant under this
25 Section.

26 (ii) This Section shall not abrogate any right that a

1 holder or purchaser may have to possession of the mortgaged
2 real estate and to maintain a proceeding against an occupant of
3 a dwelling unit for possession under Article 9 of this Code or
4 subsection (h) of Section 15-1701.

5 (iii) In the event that the holder or purchaser is a
6 mortgagee in possession of the mortgaged real estate pursuant
7 to Section 15-1703 at the time of the confirmation of sale and
8 has complied with requirements of subsection (a-5) of Section
9 15-1703, the holder or purchaser is excused from the
10 requirements of subsections (a) and (e) of this Section.

11 (iv) A holder or purchaser is not required to provide the
12 notice required by this Section to a mortgagor or party against
13 whom an order of possession has been entered authorizing the
14 removal of the mortgagor or party pursuant to subsection (g) of
15 Section 15-1508.

16 (Source: P.A. 96-111, eff. 10-29-09.)

17 (735 ILCS 5/15-1701) (from Ch. 110, par. 15-1701)

18 Sec. 15-1701. Right to possession.

19 (a) General. The provisions of this Article shall govern
20 the right to possession of the mortgaged real estate during
21 foreclosure. Possession under this Article includes physical
22 possession of the mortgaged real estate to the same extent to
23 which the mortgagor, absent the foreclosure, would have been
24 entitled to physical possession. For the purposes of Part 17,
25 real estate is residential real estate only if it is

1 residential real estate at the time the foreclosure is
2 commenced.

3 (b) Pre-Judgment. Prior to the entry of a judgment of
4 foreclosure:

5 (1) In the case of residential real estate, the
6 mortgagor shall be entitled to possession of the real
7 estate except if (i) the mortgagee shall object and show
8 good cause, (ii) the mortgagee is so authorized by the
9 terms of the mortgage or other written instrument, and
10 (iii) the court is satisfied that there is a reasonable
11 probability that the mortgagee will prevail on a final
12 hearing of the cause, the court shall upon request place
13 the mortgagee in possession. If the residential real estate
14 consists of more than one dwelling unit, then for the
15 purpose of this Part residential real estate shall mean
16 only that dwelling unit or units occupied by persons
17 described in clauses (i), (ii) and (iii) of Section
18 15-1219.

19 (2) In all other cases, if (i) the mortgagee is so
20 authorized by the terms of the mortgage or other written
21 instrument, and (ii) the court is satisfied that there is a
22 reasonable probability that the mortgagee will prevail on a
23 final hearing of the cause, the mortgagee shall upon
24 request be placed in possession of the real estate, except
25 that if the mortgagor shall object and show good cause, the
26 court shall allow the mortgagor to remain in possession.

1 (c) Judgment Through 30 Days After Sale Confirmation. After
2 the entry of a judgment of foreclosure and through the 30th day
3 after a foreclosure sale is confirmed:

4 (1) Subsection (b) of Section 15-1701 shall be
5 applicable, regardless of the provisions of the mortgage or
6 other instrument, except that after a sale pursuant to the
7 judgment the holder of the certificate of sale (or, if
8 none, the purchaser at the sale) shall have the mortgagee's
9 right to be placed in possession, with all rights and
10 duties of a mortgagee in possession under this Article.

11 (2) Notwithstanding paragraph (1) of subsection (b)
12 and paragraph (1) of subsection (c) of Section 15-1701,
13 upon request of the mortgagee, a mortgagor of residential
14 real estate shall not be allowed to remain in possession
15 between the expiration of the redemption period and through
16 the 30th day after sale confirmation unless (i) the
17 mortgagor pays to the mortgagee or such holder or
18 purchaser, whichever is applicable, monthly the lesser of
19 the interest due under the mortgage calculated at the
20 mortgage rate of interest applicable as if no default had
21 occurred or the fair rental value of the real estate, or
22 (ii) the mortgagor otherwise shows good cause. Any amounts
23 paid by the mortgagor pursuant to this subsection shall be
24 credited against the amounts due from the mortgagor.

25 (d) After 30 Days After Sale Confirmation. The holder of
26 the certificate of sale or deed issued pursuant to that

1 certificate or, if no certificate or deed was issued, the
2 purchaser, except to the extent the holder or purchaser may
3 consent otherwise, shall be entitled to possession of the
4 mortgaged real estate, as of the date 30 days after the order
5 confirming the sale is entered, against those parties to the
6 foreclosure whose interests the court has ordered terminated,
7 without further notice to any party, further order of the
8 court, or resort to proceedings under any other statute other
9 than this Article. This right to possession shall be limited by
10 the provisions governing entering and enforcing orders of
11 possession under subsection (g) of Section 15-1508. If the
12 holder or purchaser determines that there are occupants of the
13 mortgaged real estate who have not been made parties to the
14 foreclosure and had their interests terminated therein, the
15 holder or purchaser may bring a proceeding under subsection (h)
16 of this Section, if applicable, or under Article 9 of this Code
17 to terminate the rights of possession of any such occupants.
18 The holder or purchaser shall not be entitled to proceed
19 against any such occupant under Article 9 of this Code until
20 after 30 days after the order confirming the sale is entered.

21 (e) Termination of Leases. A lease of all or any part of
22 the mortgaged real estate shall not be terminated automatically
23 solely by virtue of the entry into possession by (i) a
24 mortgagee or receiver prior to the entry of an order confirming
25 the sale, (ii) the holder of the certificate of sale, (iii) the
26 holder of the deed issued pursuant to that certificate, or (iv)

1 if no certificate or deed was issued, the purchaser at the
2 sale.

3 (f) Other Statutes; Instruments. The provisions of this
4 Article providing for possession of mortgaged real estate shall
5 supersede any other inconsistent statutory provisions. In
6 particular, and without limitation, whenever a receiver is
7 sought to be appointed in any action in which a foreclosure is
8 also pending, a receiver shall be appointed only in accordance
9 with this Article. Except as may be authorized by this Article,
10 no mortgage or other instrument may modify or supersede the
11 provisions of this Article.

12 (g) Certain Leases. Leases of the mortgaged real estate
13 entered into by a mortgagee in possession or a receiver and
14 approved by the court in a foreclosure shall be binding on all
15 parties, including the mortgagor after redemption, the
16 purchaser at a sale pursuant to a judgment of foreclosure and
17 any person acquiring an interest in the mortgaged real estate
18 after entry of a judgment of foreclosure in accordance with
19 Sections 15-1402 and 15-1403.

20 (h) Proceedings Against Certain Occupants.

21 (1) The mortgagee-in-possession of the mortgaged real
22 estate under Section 15-1703, a receiver appointed under
23 Section 15-1704, a holder of the certificate of sale or
24 deed, or the purchaser may, at any time during the pendency
25 of the foreclosure and up to 90 days after the date of the
26 order confirming the sale, file a supplemental petition for

1 possession against a person not personally named as a party
2 to the foreclosure. The supplemental petition for
3 possession shall name each such occupant against whom
4 possession is sought and state the facts upon which the
5 claim for relief is premised. This subsection (h) does not
6 apply to any occupant of a dwelling unit of the mortgaged
7 real estate who has a lease or tenancy resulting from an
8 arm's length transaction and who is not the mortgagor.

9 (2) The petitioner shall serve upon each named occupant
10 the petition, a notice of hearing on the petition, and, if
11 any, a copy of the certificate of sale or deed. The
12 proceeding for the termination of such occupant's
13 possessory interest, including service of the notice of the
14 hearing and the petition, shall in all respects comport
15 with the requirements of Article 9 of this Code, except as
16 otherwise specified in this Section. The hearing shall be
17 no less than 21 days from the date of service of the
18 notice.

19 (3) The supplemental petition shall be heard as part of
20 the foreclosure proceeding and without the payment of
21 additional filing fees. An order for possession obtained
22 under this Section shall name each occupant whose interest
23 has been terminated, shall recite that it is only effective
24 as to the occupant so named and those holding under them,
25 and shall be enforceable for no more than 120 days after
26 its entry, except that the 120-day period may be extended

1 to the extent and in the manner provided in Section 9-117
2 of Article 9 and except as provided in item (4) of this
3 subsection (h).

4 (4) In a case of foreclosure where the occupant is
5 current on his or her rent, or where timely written notice
6 of to whom and where the rent is to be paid has not been
7 provided to the occupant, or where the occupant has made
8 good-faith efforts to make rental payments in order to keep
9 current, any order of possession must allow the occupant to
10 retain possession of the property covered in his or her
11 rental agreement (i) for 120 days following the notice of
12 the hearing on the supplemental petition that has been
13 properly served upon the occupant, or (ii) through the
14 duration of his or her lease, whichever is shorter,
15 provided that if the duration of his or her lease is less
16 than 30 days from the date of the order, the order shall
17 allow the occupant to retain possession for 30 days from
18 the date of the order. A mortgagee in possession, receiver,
19 holder of a certificate of sale or deed, or purchaser at
20 the judicial sale, who asserts that the occupant is not
21 current in rent, shall file an affidavit to that effect in
22 the supplemental petition proceeding. If the occupant has
23 been given timely written notice of to whom and where the
24 rent is to be paid, this item (4) shall only apply if the
25 occupant continues to pay his or her rent in full during
26 the 120-day period or has made good-faith efforts to pay

1 the rent in full during that period. ~~No~~
2 ~~mortgagee in possession, receiver or holder of a~~
3 ~~certificate of sale or deed, or purchaser who fails to file~~
4 ~~a supplemental petition under this subsection during the~~
5 ~~pendency of a mortgage foreclosure shall file a forcible~~
6 ~~entry and detainer action against an occupant of the~~
7 ~~mortgaged real estate until 90 days after a notice of~~
8 ~~intent to file such action has been properly served upon~~
9 ~~the occupant.~~

10 (5) The court records relating to a supplemental
11 petition for possession filed under this subsection (h)
12 against an occupant who is entitled to notice under item
13 (4) of this subsection (h), or relating to a forcible entry
14 and detainer action brought against an occupant who would
15 have lawful possession of the premises but for the
16 foreclosure of a mortgage on the property, shall be ordered
17 sealed and shall not be disclosed to any person, other than
18 a law enforcement officer or any other representative of a
19 governmental entity, except upon further order of the
20 court.

21 (i) Occupants of Dwelling Units.

22 (1) The holder of the certificate of sale, the holder
23 of the deed issued pursuant to that certificate, or if no
24 certificate or deed was issued, the purchaser at the sale
25 shall: (i) assume the lease or tenancy of the mortgaged
26 real estate resulting from an arm's length transaction

1 entered into prior to the confirmation of sale under
2 Section 15-1508 of this Code; (ii) assume any federal,
3 state, or local housing subsidy contract for the dwelling
4 unit for the duration of the contract or the assumed lease,
5 whichever is shorter; (iii) assume his or her interest in
6 the mortgaged real estate subject to the rights of any
7 occupant; and (iv) not terminate the occupancy or any
8 occupant's tenancy except pursuant to Article 9 of this
9 Code.

10 (2) A receiver, mortgagee, or holder of the certificate
11 of sale, the holder of the deed issued pursuant to that
12 certificate, or if no certificate or deed was issued, the
13 purchaser at the sale who offers any money or other
14 valuable consideration to an occupant of a dwelling unit as
15 an incentive to vacate the premises shall tender the offer
16 in writing along with a notice in the manner set forth in
17 paragraph (3) of this subsection (i). The offer shall: (i)
18 offer an amount that is at least either 3 times the
19 security deposit and interest that would be due to the
20 occupant under State or local law upon the termination of
21 the tenancy, or 3 months' rent, whichever is greater; (ii)
22 not require an occupant to vacate the premises earlier than
23 14 days after acceptance of the offer; (iii) not require
24 the occupant to perform any other obligation that is not
25 already required under the law or any lease or tenancy in
26 existence prior to the offer; (iv) not demand the waiver or

1 forfeiture of any other rights or remedies the occupant may
2 have under the law; and (v) not misrepresent the occupant's
3 right to continued possession of the dwelling unit.

4 (3) A notice accompanying an offer tendered under
5 paragraph (2) of this subsection shall be headed in bold
6 14-point type "CASH-FOR-KEYS OFFER", and shall state the
7 following in 14-point type: "THIS IS AN OFFER FOR A
8 MONETARY PAYMENT IN EXCHANGE FOR VACATING THE PREMISES.
9 THIS IS NOT A DEMAND TO VACATE, AND YOU DO NOT HAVE TO
10 ACCEPT THESE TERMS. You cannot be asked to vacate sooner
11 than 14 days from the date you accept any offer, and you
12 cannot be asked to do more than your lease or tenancy
13 already requires. If you choose not to accept this offer,
14 only a judge can end your lease or tenancy. You may wish to
15 contact a lawyer or your local legal aid agency to discuss
16 any rights that you may have."

17 (4) A person whose rights have been violated under this
18 subsection may bring an action seeking: (i) all equitable
19 and legal relief, including punitive damages; (ii) an
20 amount that is the equivalent of 3 months' rent at the
21 subject property under any tenancy or lease that was
22 entered into prior to the confirmation of sale in addition
23 to \$1000 per violation; and (iii) reasonable attorney's
24 fees and costs.

25 (5) This subsection does not apply to the mortgagor or
26 other person whose possessory interest in the property is

1 terminated under Section 15-1508 of this Article.

2 (6) Nothing in this subsection shall be interpreted to
3 limit any code or ordinance of any unit of local government
4 that provides greater or additional protections to
5 occupants.

6 (Source: P.A. 95-262, eff. 1-1-08; 95-933, eff. 8-26-08; 96-60,
7 eff. 7-23-09; 96-111, eff. 10-29-09; 96-1000, eff. 7-2-10.)

8 (735 ILCS 5/15-1703) (from Ch. 110, par. 15-1703)

9 Sec. 15-1703. Mortgagee in Possession.

10 (a) Powers and Duties. A mortgagee placed in possession of
11 the real estate pursuant to Section 15-1701 or Section 15-1702
12 shall have:

13 (1) such power and authority with respect to the real
14 estate and other property subject to the mortgage,
15 including the right to receive the rents, issues and
16 profits thereof, as may have been conferred upon the
17 mortgagee by the terms of the mortgage or other written
18 instrument authorizing the taking of possession;

19 (2) all other rights and privileges of a mortgagee in
20 possession under law not inconsistent herewith; and

21 (3) the same powers, duties and liabilities as a
22 receiver appointed for the real estate in accordance with
23 this Article. If an order placing a mortgagee in possession
24 is modified, revoked or set aside, the mortgagee shall not
25 be liable for any damages to the extent such damages arise

1 solely out of the fact that the mortgagor was removed from
2 possession or that the mortgagee was placed in possession.

3 (a-5) Notice to occupants.

4 (1) Following the order placing the mortgagee in
5 possession of the mortgaged real estate, but no later than
6 21 days after the entry of such order, the mortgagee in
7 possession shall make a good faith effort to ascertain the
8 identities and addresses of all occupants of dwelling units
9 of the mortgaged real estate.

10 (2) Following the order placing the mortgagee in
11 possession of the mortgaged real estate, but no later than
12 21 days after the entry of such order, the mortgagee in
13 possession shall notify all known occupants of dwelling
14 units of the mortgaged real estate that the mortgagee has
15 taken possession of the mortgaged real estate. The notice
16 shall be in writing and shall:

17 (i) identify the occupant being served by the name
18 known to the mortgagee in possession;

19 (ii) inform the occupant that the mortgaged real
20 estate at which the dwelling unit is located is the
21 subject of a foreclosure action and that control of the
22 mortgaged real estate has changed;

23 (iii) provide the name, address, and telephone
24 number of the individual or entity whom occupants may
25 contact with concerns about the mortgaged real estate
26 or to request repairs of that property;

1 (iv) include the following language, or language
2 that is substantially similar: "This is NOT a notice to
3 vacate the premises. You may wish to contact a lawyer
4 or your local legal aid or housing counseling agency to
5 discuss any rights that you may have."; ~~and~~

6 (v) include the name of the case, the case number,
7 and the court where the foreclosure action is pending;
8 and-

9 (vi) provide instructions on the method of payment
10 of future rent, if applicable.

11 (3) The written notice required by item (2) of this
12 subsection (a-5) shall be served by delivering a copy
13 thereof to the known occupant, or by leaving the same with
14 some person of the age of 13 years or upwards, who is
15 residing on or in possession of the premises; or by sending
16 a copy of the notice to the known occupant by first-class
17 mail, addressed to the occupant by the name known to the
18 mortgagee in possession.

19 (4) In the event that a mortgagee in possession
20 ascertains the identity and address of an occupant of a
21 dwelling unit of the mortgaged real estate more than 21
22 days after being placed in possession of the mortgaged real
23 estate pursuant to Section 15-1703, the mortgagee in
24 possession shall provide the notice required by item (2) of
25 this subsection (a-5) within 7 days of ascertaining the
26 identity and address of the occupant.

1 (5) (i) A mortgagee in possession who fails to comply
2 with items (1), (2), (3), and (4) of this subsection (a-5)
3 may not collect any rent due and owing from a known
4 occupant, or terminate a known occupant's tenancy for
5 non-payment of such rent, until the mortgagee in possession
6 has served the notice described in item (2) of this
7 subsection (a-5) upon the known occupant. After providing
8 such notice, the mortgagee in possession may collect any
9 and all rent accruing after service of the notice ~~otherwise~~
10 ~~due~~ and owing the mortgagee in possession from the known
11 occupant and may terminate the known occupant's tenancy for
12 non-payment of such rent if the mortgagee in possession
13 otherwise has such right to terminate.

14 (ii) An occupant who previously paid rent for the
15 current rental period to the mortgagor, or other entity
16 with the authority to operate, manage, and conserve the
17 mortgaged real estate at the time of payment, shall not be
18 held liable for that rent by the mortgagee in possession,
19 and the occupant's tenancy shall not be terminated for
20 non-payment of rent for that rental period.

21 (6) Within 21 days of the order placing the mortgagee
22 in possession of the mortgaged real estate, the mortgagee
23 in possession shall post a written notice on the primary
24 entrance of each dwelling unit subject to the foreclosure
25 action that informs the occupants that the mortgagee in
26 possession is now operating and managing the mortgaged real

1 estate. This notice shall:

2 (i) inform occupant that the dwelling unit is the
3 subject of a foreclosure action and that control of the
4 mortgaged real estate has changed;

5 (ii) include the following language: "This is NOT a
6 notice to vacate the premises."; ~~and~~

7 (iii) provide the name, address, and telephone
8 number of the individual or entity whom occupants may
9 contact with concerns about the mortgaged real estate
10 or to request repairs of the property; ~~and.~~

11 (iv) provide instructions on the method of payment
12 of future rent, if applicable.

13 (7) (i) The provisions of item (5) of this subsection
14 (a-5) shall be the exclusive remedy for the failure of a
15 mortgagee in possession to provide notice to a known
16 occupant under this Section.

17 (ii) This Section shall not abrogate any right that a
18 mortgagee in possession may have to possession of the
19 mortgaged real estate and to maintain a proceeding against
20 an occupant of a dwelling unit for possession under Article
21 9 of this Code or subsection (h) of Section 15-1701.

22 (b) Fees and Expenses. A mortgagee in possession shall not
23 be entitled to any fees for so acting, but shall be entitled to
24 reimbursement for reasonable costs, expenses and third party
25 management fees incurred in connection with such possession.

26 (Source: P.A. 96-111, eff. 10-29-09.)

1 (735 ILCS 5/15-1704) (from Ch. 110, par. 15-1704)

2 Sec. 15-1704. Receivers.

3 (a) Receiver. Notwithstanding the provisions of
4 subsections (b), (c) and (d) of Section 15-1701, and except as
5 provided in Section 15-1702, upon request of any party and a
6 showing of good cause, the court shall appoint a receiver for
7 the mortgaged real estate.

8 (b) Powers. A receiver appointed pursuant to this Article
9 shall have possession of the mortgaged real estate and other
10 property subject to the mortgage during the foreclosure, shall
11 have full power and authority to operate, manage and conserve
12 such property, and shall have all the usual powers of receivers
13 in like cases. Without limiting the foregoing, a receiver shall
14 have the power and authority to:

15 (1) secure tenants and execute leases for the real
16 estate, the duration and terms of which are reasonable and
17 customary for the type of use involved, and such leases
18 shall have the same priority as if made by the owner of the
19 real estate; but, unless approved by the Court, the
20 receiver shall not execute oil, gas or other mineral
21 leases, or (even if otherwise allowed by law) leases
22 extending beyond the time of the receiver's possession;
23 provided, however, with respect to residential real estate
24 leased by the receiver, nothing in this Section shall
25 affect the legal rights of any lessee with respect to the

1 safety and habitability of the residential real estate;

2 (2) collect the rents, issues and profits from the
3 mortgaged real estate;

4 (3) insure the mortgaged real estate against loss by
5 fire or other casualty;

6 (4) employ counsel, custodians, janitors and other
7 help; and

8 (5) pay taxes which may have been or may be levied
9 against the mortgaged real estate.

10 (c) Duties. A receiver appointed pursuant to this Article
11 must manage the mortgaged real estate as would a prudent
12 person, taking into account the effect of the receiver's
13 management on the interest of the mortgagor. A receiver may,
14 without an order of the court, delegate managerial functions to
15 a person in the business of managing real estate of the kind
16 involved who is financially responsible, not related to the
17 mortgagee or receiver and prudently selected. However, the
18 receiver shall remain responsible to the mortgagor or other
19 persons for the acts or omissions of such management agent.
20 When fees are paid to such a management agent, the receiver's
21 fees may be adjusted to the extent the court deems appropriate.
22 In managing the mortgaged real estate and other property
23 subject to the mortgage, a receiver or receiver's delegate, to
24 the extent the receiver receives sufficient receipts from the
25 mortgaged real estate, such other property or other sources,
26 except to the extent ordered otherwise by the court:

1 (1) shall maintain the existing casualty and liability
2 insurance required in accordance with the mortgage or
3 applicable to the real estate and other property subject to
4 the mortgage at the time the receiver took possession;

5 (2) shall use reasonable efforts to maintain the real
6 estate and other property subject to the mortgage in at
7 least as good condition as existed at the time the receiver
8 took possession, excepting reasonable wear and tear and
9 damage by any casualty;

10 (2.5) shall accept all rental payments from an occupant
11 of the mortgaged property, and any payments from a third
12 party or any rental assistance program in support of an
13 occupant's housing;

14 (3) shall apply receipts to payment of ordinary
15 operating expenses, including royalties, rents and other
16 expenses of management;

17 (4) shall pay any shared or common expense assessments
18 due to any association of owners of interests in real
19 estate to the extent that such assessments are or may
20 become a lien against the mortgaged real estate;

21 (5) may pay the amounts due under any mortgage if the
22 mortgagee thereof is not a party in the foreclosure;

23 (6) may carry such additional casualty and liability
24 insurance as is reasonably available and reasonable as to
25 amounts and risks covered;

26 (7) may make other repairs and improvements necessary

1 to comply with building, housing, and other similar codes
2 or with existing contractual obligations affecting the
3 mortgaged real estate;

4 (8) may hold receipts as reserves reasonably required
5 for the foregoing purposes; and

6 (9) may take such other actions as may be reasonably
7 necessary to conserve the mortgaged real estate and other
8 property subject to the mortgage, or as otherwise
9 authorized by the court.

10 (d) Allocation of Receipts. Receipts received from
11 operation of the real estate and other property subject to the
12 mortgage by the receiver shall be applied in the following
13 order of priority.

14 (1) to reimbursement of the receiver for all reasonable
15 costs and expenses incurred by the receiver or the
16 receiver's delegates;

17 (2) to payment of insurance premiums authorized in
18 paragraph (1) of subsection (c) of Section 15-1704;

19 (3) to payment of the receiver's delegates of any
20 reasonable management fees for managing real estate of the
21 type involved;

22 (4) to payment of receiver's fees allowed by the court;

23 (5) to payment of expenses authorized in paragraphs
24 (2), (3) and (4) of subsection (c) of Section 15-1704;

25 (6) to payment of amounts authorized in paragraph (5)
26 of subsection (c) of Section 15-1704;

1 (7) to payment of expenses authorized in paragraphs (6)
2 and (7) of subsection (c) of Section 15-1704; and

3 (8) the balance, if any, shall be held or disbursed as
4 ordered by the court.

5 (e) Non-Liability for Allocations. A receiver shall in no
6 event be liable to any person for the allocation of, or failure
7 to allocate, receipts to possible expenditures within the same
8 priority category.

9 (f) Notice to occupants.

10 (1) Following an order appointing a receiver pursuant
11 to Section 15-1704, but no later than 21 days after the
12 entry of such order, the appointed receiver shall make a
13 good faith effort to ascertain the identities and addresses
14 of all occupants of dwelling units of the mortgaged real
15 estate.

16 (2) Following an order appointing a receiver pursuant
17 to Section 15-1704, but no later than 21 days after the
18 entry of such order, the appointed receiver shall notify
19 all known occupants of dwelling units of the mortgaged real
20 estate that the receiver has been appointed receiver of the
21 mortgaged real estate. Such notice shall be in writing and
22 shall:

23 (i) identify the occupant being served by the name
24 known to the receiver;

25 (ii) inform the occupant that the mortgaged real
26 estate at which the dwelling unit is located is the

1 subject of a foreclosure action and that control of the
2 mortgaged real estate has changed;

3 (iii) provide the name, address, and telephone
4 number of the individual or entity whom occupants may
5 contact with concerns about the mortgaged real estate
6 or to request repairs of that property;

7 (iv) include the following language, or language
8 that is substantially similar: "This is NOT a notice to
9 vacate the premises. You may wish to contact a lawyer
10 or your local legal aid or housing counseling agency to
11 discuss any rights that you may have."; ~~and~~

12 (v) include the name of the case, the case number,
13 and the court where the foreclosure action is pending;
14 and.

15 (vi) provide instructions on the method of payment
16 of future rent, if applicable.

17 (3) The written notice required by item (2) of this
18 subsection (f) shall be served by delivering a copy thereof
19 to the known occupant, or by leaving the same with some
20 person of the age of 13 years or upwards, who is residing
21 on or in possession of the premises; or by sending a copy
22 of the notice to the known occupant by first-class mail,
23 addressed to the occupant by the name known to the
24 receiver.

25 (4) In the event that a receiver ascertains the
26 identity and address of an occupant of a dwelling unit of

1 the mortgaged real estate more than 21 days after
2 appointment pursuant to Section 15-1704, the receiver
3 shall provide the notice required by item (2) of this
4 subsection (f) within 7 days of ascertaining the identity
5 and address of the occupant.

6 (5) (i) A receiver who fails to comply with items (1),
7 (2), (3), and (4) of this subsection (f) may not collect
8 any rent due and owing from a known occupant, or terminate
9 a known occupant's tenancy for non-payment of such rent,
10 until the receiver has served the notice described in item
11 (2) of this subsection (f) upon the known occupant. After
12 providing such notice, the receiver may collect any and all
13 rent accruing after service of the notice ~~otherwise due~~ and
14 owing the receiver from the known occupant and may
15 terminate the known occupant's tenancy for non-payment of
16 such rent if the receiver otherwise has such right to
17 terminate.

18 (ii) An occupant who previously paid rent for the
19 current rental period to the mortgagor, or other entity
20 with the authority to operate, manage, and conserve the
21 mortgaged real estate at the time of payment, shall not be
22 held liable for that rent by the receiver, and the
23 occupant's tenancy shall not be terminated for non-payment
24 of rent for that rental period.

25 (6) Within 21 days of appointment, the receiver shall
26 post a written notice on the primary entrance of each

1 dwelling unit subject to the foreclosure action that
2 informs occupants that the receiver has been appointed to
3 operate and manage the property. This notice shall:

4 (i) inform occupant that the dwelling unit is the
5 subject of a foreclosure action and that control of the
6 mortgaged real estate has changed;

7 (ii) include the following language: "This is NOT a
8 notice to vacate the premises."; ~~and~~

9 (iii) provide the name, address, and telephone
10 number of the individual or entity whom occupants may
11 contact with concerns about the mortgaged real estate
12 or to request repairs of the property; ~~and.~~

13 (iv) provide instructions on the method of payment
14 of future rent, if applicable.

15 (7) (i) The provisions of item (5) of this subsection
16 (f) shall be the exclusive remedy for the failure of a
17 receiver to provide notice to a known occupant under this
18 Section.

19 (ii) This Section shall not abrogate any right that a
20 receiver may have to possession of the mortgaged real
21 estate and to maintain a proceeding against an occupant of
22 a dwelling unit for possession under Article 9 of this Code
23 or subsection (h) of Section 15-1701.

24 (g) Increase of rents. Notwithstanding any other provision
25 of this Article, a receiver shall not charge an occupant of the
26 mortgaged real estate a rental amount above that which the

1 occupant had been paying for use and occupancy of the mortgaged
2 real estate prior to the appointment of a receiver without
3 leave of court. The court may allow an increase of rent if,
4 upon motion by the receiver, the court finds by a preponderance
5 of the evidence, that the increase of rent is necessary to
6 operate, manage, and conserve the mortgaged real estate
7 pursuant to this Section. A list of the current rents for each
8 unit in the mortgaged real estate, and a list of the proposed
9 rent increase for each of those units, must be attached to a
10 motion for a rent increase under this subsection (g). All
11 occupants of the mortgaged real estate who may be affected by
12 the motion for a rent increase, if not otherwise entitled to
13 notice, shall be notified in writing of the nature of the
14 motion, the date and time of the motion, and the court where
15 the motion will be heard. Such notice shall be by personal
16 service or first-class mail. In the event that the receiver and
17 an occupant of a dwelling unit agree to a rent increase for
18 that dwelling unit, the receiver is excused from the
19 requirements of this subsection (g) as to that dwelling unit.
20 Nothing in this subsection (g) shall alter the terms of any
21 lease agreement.

22 (h) Removal. The court may remove a receiver upon a showing
23 of good cause, in which case a new receiver may be appointed in
24 accordance with subsection (b) of Section 15-1702 and
25 subsection (a) of Section 15-1704.

26 (Source: P.A. 96-111, eff. 10-29-09.)

1 Section 99. Effective date. This Act takes effect upon
2 becoming law.".