

SB3166



99TH GENERAL ASSEMBLY

State of Illinois

2015 and 2016

SB3166

Introduced 2/19/2016, by Sen. John G. Mulroe

SYNOPSIS AS INTRODUCED:

735 ILCS 5/9-117

from Ch. 110, par. 9-117

Amends the Forcible Entry and Detainer Article of the Code of Civil Procedure. Provides that in an action brought by a mortgagee who assumes control of the residential real estate in foreclosure through a judicial foreclosure, consent foreclosure, common law strict foreclosure, or delivery of a deed in lieu of foreclosure, the plaintiff's notice of motion shall use the term "owner" instead of "landlord" whenever "landlord" appears in the notice.

LRB099 17233 HEP 45360 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 9-117 as follows:

6 (735 ILCS 5/9-117) (from Ch. 110, par. 9-117)

7 Sec. 9-117. Expiration of Judgment.

8 (a) No judgment for possession obtained in an action
9 brought under this Article may be enforced more than 120 days
10 after judgment is entered, unless upon motion by the plaintiff
11 the court grants an extension of the period of enforcement of
12 the judgment.

13 (b) ~~The plaintiff's~~ ~~Plaintiff's~~ notice of motion shall
14 contain the following notice directed to the defendant:

15 "Your landlord, (insert name), obtained an eviction
16 judgment against you on (insert date), but the sheriff did
17 not evict you within the 120 days that the landlord has to
18 evict after a judgment in court. On the date stated in this
19 notice, your landlord will be asking the court to allow the
20 sheriff to evict you based on that judgment. You must
21 attend the court hearing if you want the court to stop the
22 landlord from having you evicted. To prevent the eviction,
23 you must be able to prove that (1) the landlord and you

1 made an agreement after the judgment (for instance, to pay
2 up back rent or to comply with the lease) and you have
3 lived up to the agreement; or (2) the reason the landlord
4 brought the original eviction case has been resolved or
5 forgiven, and the eviction the landlord now wants the court
6 to grant is based on a new or different reason; or (3) that
7 you have another legal or equitable reason why the court
8 should not grant the landlord's request for your eviction."

9 The court shall grant the motion for the extension of the
10 judgment of possession unless the defendant establishes that
11 the tenancy has been reinstated, that the breach upon which the
12 judgment was issued has been cured or waived, that the
13 plaintiff and defendant entered into a post-judgment agreement
14 whose terms the defendant has performed, or that other legal or
15 equitable grounds exist that bar enforcement of the judgment.

16 (c) In an action brought by a mortgagee who assumes control
17 of the residential real estate in foreclosure, as defined in
18 Section 15-1225 of this Code, through a judicial foreclosure,
19 consent foreclosure, common law strict foreclosure, or
20 delivery of a deed in lieu of foreclosure, the plaintiff's
21 notice of motion shall use the term "owner" instead of
22 "landlord" whenever "landlord" appears in the notice.

23 (d) This Section does not apply to any action based upon a
24 breach of a contract entered into on or after July 1, 1962, for
25 the purchase of premises in which the court has entered a stay
26 under Section 9-110; nor shall this Section apply to any action

1 to which the provisions of Section 9-111 apply; nor shall this
2 Section affect the rights of Boards of Managers under Section
3 9-104.2.
4 (Source: P.A. 96-60, eff. 7-23-09.)