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IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

BRIAN BURKROSS,)	Appeal from the
)	Circuit Court of
Plaintiff-Appellee,)	Cook County, Illinois.
)	
v.)	No. 09 M2 856
)	
MARK THOMPSON,)	Honorable
)	James N. Karahalios,
Defendant-Appellant.)	Judge Presiding.

JUSTICE JOSEPH GORDON delivered the judgment of the court.
Justice Howse and Justice Epstein concurred in the judgment.

ORDER

HELD: Plaintiff brought breach of contract suit, alleging that defendant had failed to repay money that he had borrowed pursuant to an oral loan agreement that was memorialized months later in a written document entitled "Loan Agreement" and signed by the parties. Summary judgment in favor of plaintiff was reversed, since issues of material fact existed with regard to (1) whether the parties entered into an oral loan agreement and (2) whether the written Loan Agreement was supported by consideration, as would be required for it to be an independent binding contract.

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Defendant Mark Thompson appeals from the trial court's grant of summary judgment in favor of plaintiff Brian Burkross for Thompson's nonrepayment of an alleged \$20,000 loan that Burkross made to Thompson.

In 2006, Thompson was a candidate for public office in Maine Township, Illinois, and Burkross was a volunteer in his campaign. It is undisputed that, in February 2006, Burkross gave Thompson a check for \$20,000 made payable to "Citizens for Mark Thompson," the political committee that was conducting Thompson's election campaign. Burkross alleges that this check was a personal loan to Thompson, pursuant to an oral loan agreement between them. Thompson denies making any such agreement, alleging that the check was merely a campaign contribution.

It is further undisputed that, on August 28, 2006, Burkross requested that Thompson sign a document entitled "Loan Agreement" (the August 2006 Loan Agreement). That document, as shall be more fully discussed below, provided that Burkross would lend \$20,000 to Thompson and that Thompson would repay that loan by March 1, 2007. The parties agree that Thompson signed the document, although Thompson asserts that he only did so because Burkross threatened him with "legal action" if he failed to comply. In any event, it is undisputed that Thompson has since refused to recognize the August 2006 Loan Agreement as binding and has not made any repayment of funds pursuant to that document.

On April 22, 2009, Burkross brought the instant suit against Thompson, alleging that Thompson breached the oral loan agreement that the parties entered into in February 2006 and that was memorialized in the written agreement of August 2006. Upon motion by Burkross, the trial court granted summary judgment in favor of Burkross. Thompson now appeals. For the

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reasons that follow, we reverse and remand.

I. BACKGROUND

Burkross alleged the following in his complaint. On or about February 24, 2006, Burkross and Thompson entered into an oral agreement wherein Burkross loaned \$20,000 to Thompson, agreeing that the loan would be interest-free until March 1, 2007, at which point, if Thompson had not yet fully repaid the loan, he would repay it over the following 36 months at an interest rate to be agreed upon by the parties. On August 28, 2006, the parties entered into a written loan agreement reflecting and memorializing the terms of this oral agreement.

A copy of the August 2006 Loan Agreement, dated August 28, 2006, is attached to the complaint. It is signed by both parties and provides, in relevant part:

“4. This agreement documents a personal loan made between Mr. Thompson and Mr. Burkross on 2-24-06 for the amount of \$20,000. The terms of this personal loan allows *[sic]* Mr. Thompson up until March 1st 2007 to pay in full the principle *[sic]* of the loan, interest free. Any remaining principle *[sic]*, which still remains on March 1st 2007, will automatically enter Mr. Thompson into a new laon *[sic]* agreement where the remaining principle *[sic]* will be paid over a 3 year (36 month) period, at the current interest rate identified on March 1st 2007.

11. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.”

The document further provides that, in the event of default by Thompson, all costs incurred in

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enforcing the agreement will be paid by Thompson.

Burkross moved for partial summary judgment on the issue of liability. He argued that, since it was undisputed that Thompson had signed the August 2006 Loan Agreement, in which he agreed that Burkross had loaned him \$20,000 and that he would repay such sum, and since it was further undisputed that Thompson had not repaid any of that sum, no issue of fact remained with respect to the issue of Thompson's liability for breach of contract. The only controverted issues remaining, Burkross contended, were issues of damages, namely, the "current rate of interest," reasonable costs, and the amount of reasonable attorney fees that Burkross incurred in enforcing the loan agreement.

In support of his partial summary judgment motion, Burkross attached his own affidavit, in which he alleged that, on or about February 24, 2006, he agreed to lend \$20,000 to Thompson. They agreed that the loan would be interest-free until March 1, 2007, at which time, if the loan was not repaid, Thompson would repay it over the next 36 months at "a current interest rate." Burkross' affidavit further alleged that, pursuant to this agreement, Burkross wrote a check from his personal account and made it out as Thompson directed him to.

Burkross averred that, on August 28, 2006, he met with Thompson at his home, having prepared a written loan agreement memorializing the terms of their prior oral agreement. He had arranged to have a notary public come to the home to witness the signing of the agreement. Burkross handed Thompson the written loan agreement and watched as Thompson read it. "At first," said Burkross, "Mark Thompson said he would not sign the Loan Agreement because it provided for a personal liability but then he changed his mind remembering that he agreed to be

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personally liable for the agreement.” Burkross signed the agreement and watched as Thompson signed it. The notary public then signed the document and affixed her notary seal to each of their signatures.

Thompson filed a response to Burkross’ motion for partial summary judgment in which he argued that summary judgment was inappropriate for two reasons. First, he argued that the August 2006 Loan Agreement, by itself, could not constitute a binding contract, because there was no new consideration for the signing of that document, insofar as the financial transaction at issue had occurred months earlier. Second, he argued that the purported oral loan agreement in February 2006 could not support summary judgment, since he denied making any such oral agreement, thus creating an issue of material fact as to its existence.

In support, Thompson attached his own affidavit, in which he alleged facts as follows. In 2006, he was a candidate for office in Maine Township, Illinois, and his election campaign was conducted by Citizens for Mark Thompson, an Illinois political committee. Burkross was a volunteer campaign worker in Thompson’s campaign. In February 2006, according to Thompson, Burkross offered to make a \$20,000 contribution to the campaign. Burkross did not characterize this payment as a loan. Rather, Thompson avers, “[t]he payment was instead addressed by both of us as a straightforward matter of a substantial contribution to the Citizens for Mark Thompson.”

Burkross thereafter gave Thompson a check for \$20,000, a copy of which is attached to Thompson’s motion for summary judgment. The check is made payable to “Citizens for Mark Thompson.” The memo line is blank, and there is no notation on the check regarding its

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purpose.

Thompson further avers in his affidavit that, within approximately a day after Burkross gave him the check, Burkross informed him that his attorney had concerns over the tax consequences of the contribution. He therefore requested that the contribution be listed as a loan to the Citizens for Mark Thompson. According to Thompson, Burkross stated that this was to be a change in format only and that he would still regard the payment as a contribution and not seek repayment. Based upon these representations, Thompson caused the payment to be recorded as a loan on records submitted to the Illinois State Board of Elections.

Thompson alleges that it was only months later that Burkross asserted that the \$20,000 payment had been a personal loan to Thompson. Thompson states that he was “shocked” at this assertion and rejected it. In August 2006, Burkross arrived unexpectedly at Thompson’s home with “at least two other people,” demanding that Thompson sign the August 2006 Loan Agreement. Thompson initially refused to sign, but “Mr. Burkross then made threats against me as to what would happen if I did not sign immediately.” As a result of these threats, Thompson signed the document.

On May 3, 2010, the trial court granted summary judgment in favor of Burkross on the issue of liability. The court subsequently conducted a prove-up on the issues of interest, costs, and reasonable attorney fees, after which it entered judgment for Burkross in the amount of \$31,579.10, representing the original sum of \$20,000 plus prejudgment interest and attorney fees. It is from this judgment that Thompson now appeals.

II. ANALYSIS

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On appeal, Thompson argues, as he did before the court below, that neither Burkross' allegation of an oral loan agreement in February 2006 nor the "Loan Agreement" that the parties signed in August 2006 justify the imposition of summary judgment in this case. With regard to the oral loan agreement purportedly made in February 2006, Thompson contends that his affidavit, in which he denies making such an agreement, creates an issue of fact as to its existence. With regard to the written August 2006 Loan Agreement, Thompson contends that it cannot provide an independent basis for summary judgment, insofar as it does not, in and of itself, constitute a valid contract, since it was not supported by consideration. Thus, its only significance would be as corroborating evidence of the purported February 2006 oral loan agreement, which, as noted, Thompson argues is still a controverted point of fact.

We consider Thompson's contentions in turn. In doing so, we are mindful that summary judgment is appropriate where, "when viewed in the light most favorable to the nonmoving party, the pleadings, depositions, admissions, and affidavits on file reveal that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *General Casualty Insurance Co. v. Lacey*, 199 Ill. 2d 281, 284 (2002), citing 735 ILCS 5/2-1005(c) (West 2006); see *Porter v. Miller*, 24 Ill. App. 2d 424, 429-30 (1960) (where guardian of minor brought negligence suit against the alleged owner of a vacant lot for injuries the minor sustained while playing in the lot, and defendant presented uncontroverted evidence, in the form of affidavits and a contract of sale, that she had sold the vacant lot nearly two years prior to the incident, summary judgment for defendant was proper). It should only be granted where the movant's right to judgment is clear and free from doubt. *Reed v. Bascon*, 124 Ill. 2d

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386, 393, 530 N.E.2d 417, 420 (1988). Accordingly, the evidence should be construed strictly against the movant (*Reed*, 124 Ill. 2d at 393), and where fair-minded persons could draw different inferences from the facts, summary judgment should not be granted (*In re Estate of Roeseler*, 287 Ill. App. 3d 1003, 1013 (1997)). We review the trial court's entry of summary judgment *de novo*. *General Casualty*, 199 Ill. 2d at 284.

A. February 2006 Oral Loan Agreement

Thompson first contends that an issue of material fact exists as to whether the parties ever reached an oral loan agreement in February 2006, thus precluding the entry of summary judgment on the basis of such an agreement. In this regard, Thompson contends that the August 2006 Loan Agreement would not constitute a binding admission as to the existence of any prior oral loan agreement but, rather, an evidentiary admission that could be contradicted or explained at trial. We agree with Thompson.

To prevail on a breach of contract claim, a plaintiff must prove that (1) a valid contract existed between the parties, (2) the plaintiff performed his obligations under the contract, (3) the defendant breached the contract, and (4) the plaintiff sustained damages as a result of the breach. *Anderson v. Kohler*, 397 Ill. App. 3d 773, 785 (2009); see *Finch v. Illinois Community College Bd.*, 315 Ill. App. 3d 831, 836 (2000). It is the first element, the existence of a valid contract, that is at issue in this summary judgment proceeding, since it is undisputed that Burkross in fact paid \$20,000 to Thompson's campaign and that Thompson did not return any of that sum to Burkross.

We note at the outset that Burkross does not claim in his brief that summary judgment in

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his favor would be appropriate based upon the purported oral loan agreement in February 2006. Rather, he premises his argument wholly upon his contention that the August 2006 Loan Agreement is, in and of itself, a valid and binding contract, a contention which we shall discuss below.

Nor would it have benefitted Burkross to claim that summary judgment could be rendered based upon the purported February 2006 oral loan agreement, since Thompson's affidavit creates an issue of material fact as to whether any such agreement was ever reached. As noted, in his affidavit, Thompson avers that Burkross, who was a volunteer in Thompson's election campaign in February 2006, chose to contribute \$20,000 to Thompson's campaign. Thompson further avers that Burkross did not characterize this payment as a loan until months later. Thompson's account of events in this regard is arguably corroborated by the check itself, which is made out to Citizens for Mark Thompson, rather than to Thompson personally, and which does not contain any notation that it is merely a loan. See *General Casualty Insurance Co.*, 199 Ill. 2d at 284 (at summary judgment stage, evidence must be viewed in the light most favorable to the nonmoving party). Burkross, naturally, tells a different story in his affidavit: he avers that the parties agreed from the beginning that the \$20,000 check was to be a personal loan to Thompson but that Thompson later breached that agreement by refusing to repay the funds. Resolution of this matter would require the finder of fact to make a credibility determination as to which of Burkross and Thompson is telling the truth. It is well settled that such a credibility determination cannot be made at the summary judgment stage. In this regard, the instant case is similar to *Andersen v. Koss*, 173 Ill. App. 3d 872, 875 (1988). At issue in *Andersen* was the terms of an

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oral contract between the parties. Plaintiff moved for summary judgment, and, at the ensuing evidentiary hearing, both plaintiff and defendant gave different accounts of the terms of the alleged oral contract. *Andersen*, 173 Ill. App. 3d at 875. Upon these facts, the *Andersen* court reversed the trial court's grant of summary judgment for plaintiff, explaining:

“It is apparent from a review of the evidentiary hearing that there was a genuine issue of material fact, *i.e.*, the nature of the parties' agreement, which precluded the entry of summary judgment. Although plaintiff attacks the credibility of defendant's testimony regarding the alleged oral contract, questions of credibility cannot be resolved on summary judgment.” *Andersen*, 173 Ill. App. 3d at 876.

Likewise, in the instant case, it is apparent from the affidavits presented by the parties that there is a genuine issue of material fact as to whether the parties reached an oral loan agreement in February 2006 or whether the check for \$20,000 was, as Thompson alleges, merely a campaign contribution. Any question as to the credibility of Thompson's averments in this regard may not be decided at the summary judgment stage. Summary judgment therefore cannot be granted on the basis of the alleged oral loan agreement. See also *Berglind v. Paintball Business Ass'n*, 402 Ill. App. 3d 76, 90 (2010) (on summary judgment motion, court could not conclude that owner of defendant company acted without diligence where owner's deposition testimony alleged facts to the contrary, since credibility determination as to that testimony would be improper).

In this regard, we note that, although the August 2006 Loan Agreement signed by defendant would serve as evidence supporting Burkross' allegations regarding the purported oral loan agreement, it does not serve to remove the issue of fact regarding that purported agreement

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at this juncture. Burkross' signature in this regard would serve as an evidentiary admission, which may be controverted or explained at trial. *Green by Fritz v. Jackson*, 289 Ill. App. 3d 1001, 1008 (1997) (defendant properly allowed to claim at trial that he acted in self-defense even where such claim was inconsistent with prior evidentiary admission on his part); *International Harvester Co. v. Industrial Com'n*, 169 Ill. App. 3d 809, 814 (1988). It differs in this regard from a judicial admission, defined as an admission made in the course of a judicial proceeding. *Vincent v. Wesolowski*, 87 Ill. App. 2d 477, 480 (1967). Judicial admissions, unlike evidentiary admissions, are binding upon a party and may not be contradicted, provided that the matter testified to is within the party's personal knowledge and without reasonable chance of mistake, and the admission is clear and unequivocal. *International Harvester*, 169 Ill. App. 3d at 814; *Burnley v. Moore*, 41 Ill. App. 3d 156, 160 (1963) (in dram shop action, where plaintiff stated repeatedly and unequivocally under oath during discovery deposition that she served liquor to her assailant, she could not later defeat defendants' motion for summary judgment by means of an affidavit stating that she did not serve liquor to her assailant). In the present case, throughout the entire course of this judicial proceeding, defendant has consistently taken the position that there never was any oral loan agreement between him and Burkross. Furthermore, throughout this litigation, he has consistently explained his signature on the August 2006 Loan Agreement by claiming that he only signed that document under threat of legal action by Burkross if he failed to comply. Accordingly, his signature on that document would qualify as an evidentiary admission only. Whether his version of events is credible, or whether Burkross' account of events is more credible, would be an issue for the finder of fact to decide at trial, but it is not an issue that the

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court may resolve at the summary judgment stage. See *Schulenburg v. Rexnord Inc.*, 254 Ill. App. 3d 445, 451 (1993) (court reversed summary judgment for defendant that trial court granted on the basis of inconsistent statements made by plaintiff during deposition, explaining, “Certainly plaintiff’s statements may be used to impeach his testimony at trial and will no doubt weaken his credibility. However, the credibility of a witness is a question for the trier of fact to resolve, not a matter to be decided on a motion for summary judgment”); cf. *Fogarty v. Parichy Roofing Co.*, 175 Ill. App. 3d 530, 536 (1988) (in suit by injured worker, defendant roofing company’s liability was not established as a matter of law by statements made by company officer in deposition indicating that he had authority over job site safety; to the extent that such statements could be considered an admission of liability, the court held that “at best it created a factual dispute to be resolved by the trier of fact”).

B. August 2006 Written Loan Agreement

Notwithstanding the foregoing, Burkross argues that the trial court’s grant of summary judgment in his favor should be affirmed because, under the undisputed facts, the August 2006 Loan Agreement that Thompson signed is a valid and binding contract in its own right.

Thompson, on the other hand, argues that the August 2006 Loan Agreement cannot constitute a valid contract because there was no consideration for its signing.

In order for a contract to be valid, it must be supported by consideration, which is defined as a bargained-for exchange of promises or performance between the parties. *Zirp-Burnham, LLC v. E. Terrell Associates, Inc.*, 356 Ill. App. 3d 590, 600 (2005); *Bishop v. We Care Hair Development Corp.*, 316 Ill. 2d 1182, 1198 (2000); see Restatement (Second) of Contracts §71

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(1981) (“To constitute consideration, a performance or a return promise must be bargained for”).

The plaintiff in a breach of contract action bears the burden of proving the existence of consideration. *Worner Agency, Inc. v. Doyle*, 133 Ill. App. 3d 850, 856 (1985). In the present case, Burkross contends that he gave consideration for the signing of the August 2006 Loan Agreement in two forms: first, the check for \$20,000 that he gave to Thompson, and second, his forbearance to sue Thompson for repayment of that debt.

However, the \$20,000 that Burkross gave to Thompson does not constitute consideration for the August 2006 Loan Agreement, because it is undisputed that he had already given that money to Thompson months earlier, in February 2006. In general, if the alleged consideration for a promise is conferred prior to the promise upon which the alleged agreement is based, then such alleged consideration is insufficient to create a valid contract. *Gladstone v. McHenry Medical Group*, 197 Ill. App. 3d 194, 202 (1990). Such a rule is implicit in the definition of consideration as a bargained-for exchange:

“Consideration, by its very definition, must be given in exchange for a promise or, at a minimum, in reliance upon a promise. Accordingly, something that has been given before the promise was made and, therefore, was neither induced by the promise nor paid in exchange for it, cannot, properly speaking, be sufficient, valid, legal consideration.” R.

Lord, *Williston on Contracts* §8.11 (4th ed. 2008).

Consequently, under this general rule, the \$20,000 check that Burkross gave to Thompson in February 2006 cannot constitute consideration for Thompson’s subsequent signing of the August 2006 Loan Agreement.

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Exceptions do exist to the general rule that a benefit conferred upon the promisor before he makes his promise does not constitute consideration. Illinois courts have recognized “past consideration” as sufficient to create a binding contract in cases where:

“(1) the consideration was rendered at the request of the promisor; (2) the alleged consideration was of a ‘beneficial’ or ‘meritorious’ nature which placed the promisor under a moral duty or obligation such that consideration for the promise will be implied; (3) the promise is to pay a ‘debt due in conscience,’ such as a promise to support an illegitimate child; or (4) the promise is founded upon an antecedent legal obligation, such as a debt which has become barred by the statute of limitations.” *Worner Agency*, 133 Ill. App. 3d at 857.

However, Burkross does not contend that any of the first three conditions apply to the facts in the present case. Moreover, the fourth condition would only apply if, at the time that he signed the August 2006 Loan Agreement, Thompson already had an antecedent legal obligation to repay the \$20,000, which obligation, based upon the facts in evidence, could only have arisen from the oral loan agreement that the parties purportedly made in February 2006. As has been discussed, there remains an issue of material fact as to whether any such oral agreement was ever reached. Thus, there also remains an issue of material fact as to whether the August 2006 Loan Agreement is founded upon any antecedent legal obligation, such as would render the \$20,000 valid consideration for the subsequent signing of that agreement.

Burkross next argues that, even if the \$20,000 does not qualify as consideration, his forbearance to sue Thompson for repayment of that sum would constitute consideration. See

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Tower Investors, LLC v. 111 East Chestnut Consultants, Inc., 371 Ill. App. 3d 1019, 1027-28 (forbearance, including a promise to forego legal action, is valid as consideration). However, while neither party disputes that the threat of suit was discussed in the negotiations leading up to the signing of the writeup of the written August 2006 Loan Agreement, there remains an issue of fact as to whether Burkross' forbearance from suit was actually a term of the final agreement between the parties. In this regard, we observe that the text of the written August 2006 Loan Agreement is devoid of any requirement that Burkross forego legal action against Thompson for recovery of the \$20,000. Moreover, that document purports on its face to be a fully integrated agreement, insofar as it contains a merger clause stating, "This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise." If, in fact, that document were found to be a fully integrated agreement, then any evidence of any oral understanding between the parties that Burkross would forbear from suit as part of that agreement would be barred by the parol evidence rule, which "precludes evidence of understandings, not reflected in a writing, reached before or at the time of its execution which would vary or modify its terms." *J&B Steel Contractors, Inc. v. C. Iber & Sons, Inc.*, 162 Ill. 2d 265, 269; see also *Main Bank of Chicago v. Baker*, 86 Ill. 2d 188, 199 (1981) (parol evidence "inadmissible to vary or contradict the clear written provisions of an integrated contract"); *Air Safety, Inc. v. Teachers Realty Corp.*, 185 Ill. 2d 457, 462 (1999) (written agreement " 'must be presumed to speak the intention of the parties who signed it. It speaks for itself, and the intention with which it was executed must be determined from the language used. It is not to be changed by extrinsic evidence.' "), quoting *Western Illinois Oil Co. v. Thompson*, 26 Ill.2d 287, 291

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(1962); Restatement (Second) of Contracts §213 (1981). We note that the merger clause contained in the written August 2006 Loan Agreement is not decisive as to whether that document is an integrated agreement, since, even where a writing purports on its face to be an integrated agreement, parol evidence is allowed for the purpose of showing that it was not, in fact, intended by the parties as the final and complete expression of their intent and is therefore not integrated. Restatement (Second) of Contracts §214 (1981) (“Agreements and negotiations prior to or contemporaneous with the adoption of a writing are admissible in evidence to establish *** that the writing is or is not an integrated agreement”); see *State Bank of East Moline v. Cirivello*, 74 Ill. 2d 426, 432 (1978) (although loan guarantee purported to be complete and unconditional on its face, parol evidence was allowed to show that it was not to take effect unless and until all 13 co-partners of limited partnership agreed to be guarantors for that loan); *Exchange National Bank of Chicago v. DeGraff*, 110 Ill. App. 3d 145, 154 (1982). However, in any event, the question of whether a writing is or is not an integrated agreement is a question of fact. *State Bank*, 74 Ill. 2d at 432 (reviewing trial court’s factual finding that written agreement at issue was not a valid integrated contract under a manifest weight of the evidence standard); *Exchange National Bank*, 110 Ill. App. 3d at 154 (where evidence was presented as to whether writing was a final expression of the parties’ intent, “[i]t was then for the jury to weigh all the evidence and determine whether a contract actually came into existence”). Accordingly, at the summary judgment stage, we cannot decide whether the written August 2006 Loan Agreement was, in fact, an integrated agreement, which, if true, would bar admission of parol evidence regarding any oral understanding that Burkross would forbear from suit as part of the terms of

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that agreement.

Thus, in sum, we cannot conclude at the summary judgment stage that the August 2006 Loan Agreement was supported by consideration, as would be required for it to be a binding contract between the parties. Multiple issues of material fact exist in this regard, namely, whether the written August 2006 Loan Agreement was founded upon an antecedent legal obligation created by the purported February 2006 oral loan agreement, and whether the written August 2006 Loan Agreement was a fully integrated agreement or whether it was conditioned upon the parties' understanding that Burkross would forbear from suit against Thompson. These issues of fact preclude the imposition of summary judgment based upon the August 2006 Loan Agreement.

Notwithstanding the foregoing, Burkross contends that Thompson is bound by the August 2006 Loan Agreement under *Belleville Nat'l Bank v. Rose*, 119 Ill. App. 3d 56, 59 (1983), which he cites for the proposition that "One is under a duty to learn, or know, the contents of a written contract before he signs it, and is under a duty to determine the obligations which he undertakes by the execution of a written agreement." Burkross argues that, pursuant to this principle, Thompson was under a duty to learn the contents of the August 2006 Loan Agreement before signing it, and he therefore cannot claim ignorance of its terms as a means of evading his contractual obligations under that agreement. However, contrary to Burkross' implication, Thompson is not arguing that he was ignorant of the terms of the August 2006 Loan Agreement when he signed it; rather, he is arguing that its terms are not binding upon him because it was not supported by consideration. Since, for the reasons stated above, there is an issue of material fact

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in this regard, and therefore an issue of material fact as to whether the August 2006 Loan Agreement was, in fact, a valid written contract, the statement in *Belleville* cited by Burkross concerning “the contents of a written contract” (*Belleville*, 119 Ill. App. 3d at 59) is inapplicable at the summary judgment stage.

For the foregoing reasons, the trial court’s grant of summary judgment in favor of Burkross is reversed and this case is remanded for proceedings not inconsistent with this opinion.

Reversed and remanded.