

2012 IL App (2d) 110102-U
No. 2-11-0102
Order filed February 3, 2012

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

<i>In re</i> THE APPLICATION OF THE COUNTY)	Appeal from the Circuit Court
TREASURER AND EX-OFFICIO COUNTY)	of Du Page County.
COLLECTOR OF DU PAGE COUNTY,)	
ILLINOIS, FOR JUDGMENT AND ORDER)	
OF SALE AGAINST REAL ESTATE)	
RETURNED DELINQUENT FOR THE)	
NONPAYMENT OF GENERAL TAXES)	
AND SPECIAL ASSESSMENTS FOR THE)	
YEAR 1996 AND PRIOR YEARS)	
)	
)	No. 97-TD-10079
)	
(Greg Hayden, Petitioner for Tax Deed-)	
Judgment Creditor-Appellee, and Spectrum)	
Builders, Inc., Petitioner to Confirm Sale-)	Honorable
Appellee, v. Deborah Ceszyk, Judgment)	Thomas C. Dudgeon,
Debtor-Appellant).)	Judge, Presiding.

JUSTICE ZENOFF delivered the judgment of the court.
Presiding Justice Jorgensen and Justice Hudson concurred in the judgment.

ORDER

Held: (1) Where the trial court had jurisdiction over the case and the parties, its order confirming the sheriff's sale was not void and was affirmed, and (2) where title to the real estate sold by the sheriff in a levy sale had already been conveyed to a third party, the trial court could grant the judgment debtor no effectual relief on her motion to reconsider, and its order denying the motion to reconsider as moot was affirmed.

¶ 1 *Pro se* judgment debtor, Deborah Ceszyk, appeals from the trial court's order confirming the sheriff's sale of her homestead property to satisfy a money judgment entered against her and in favor of judgment creditor, Greg Hayden, and from the trial court's order denying as moot her motion to reconsider. For the following reasons, we affirm.

¶ 2 BACKGROUND

¶ 3 This appeal originated in ongoing litigation over a vacant lot in Warrenville, Illinois, to which Hayden obtained a tax deed in October 2001. Ceszyk's homestead property was located on an adjoining lot, and she had maintained a septic tank and live animals on the vacant lot. In 2006, Ceszyk filed a petition pursuant to section 2-1401 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1401 (West 2006)), seeking to vacate as void the order for deed. Following the trial court's dismissal of the petition, Hayden moved for sanctions in the form of attorney fees pursuant to Illinois Supreme Court Rule 137 (eff. Feb. 1, 1994). The trial court granted Hayden's motion on November 15, 2006, entering judgment in his favor and against Ceszyk for \$14,060 (the sanctions order). This court affirmed the sanctions order, specifically rejecting Ceszyk's argument that the trial court lacked personal jurisdiction over her to enter it. *In re Application of the County Collector*, No. 2-07-0201 (2008) (unpublished order pursuant to Illinois Supreme Court Rule 23 (eff. July 1, 2011)).

¶ 4 In the meantime, in March 2007, Hayden recorded with the Du Page County recorder both a memorandum of judgment of the sanctions order and a certificate of levy on Ceszyk's homestead property. The Du Page County sheriff ultimately conducted a sale of Ceszyk's homestead property on August 8, 2007, and the same day, issued a certificate of sale to Spectrum Builders, Inc.¹ (Spectrum), the highest and only bidder with a bid of \$20,001. The certificate of sale was subject

¹Hayden was Spectrum's president.

to a statutory six-month redemption period (735 ILCS 5/12-122 (West 2010)). Spectrum recorded the certificate on September 3, 2008.

¶ 5 After the redemption period passed, Hayden and Spectrum filed a petition to confirm the sale on December 24, 2009, pursuant to section 12-144.5 of the Code (735 ILCS 5/12-144.5 (West 2010)). On the court's order to file "any answer" to the petition, Ceszyk filed a "Motion to Strike or Dismiss" the petition. On April 13, 2010, the court heard argument and entered an order denying Ceszyk's motion to strike or dismiss and granting the petition to confirm the sale. The court also denied Ceszyk's oral request to respond on the merits to the petition to confirm, informing Ceszyk, "We don't do this piecemeal." In the April 13, 2010, order, the court directed the sheriff to issue a deed to Spectrum and to disburse the sale proceeds by paying any unpaid sale costs, paying Ceszyk her \$15,000 homestead share, and paying the balance to Hayden as judgment creditor.

¶ 6 On the same day, the sheriff issued a deed for the property to Spectrum, which Spectrum recorded on May 3, 2010. Following the supreme court's denial of her motion to stay enforcement of the April 13, 2010, order, Ceszyk filed a motion to reconsider the April 13, 2010, order in the circuit court on May 13, 2010. While the motion to reconsider was pending, on July 21, 2010, Spectrum conveyed the property via a trust deed to Chicago Title Land Trust Company (Chicago Title) to secure a promissory note made payable to "the order of bearer."

¶ 7 After extensive briefing by the parties, the trial court heard argument on Ceszyk's motion to reconsider on October 13, 2010. The court began by noting that the motion to reconsider included arguments that Ceszyk had not raised during the April 13, 2010, hearing as well as an objection to the court's denial of Ceszyk's oral request to respond on the merits. The court stated that it would consider Ceszyk's motion to reconsider as her response to the petition to confirm. After hearing

argument, the court found in favor of Hayden and Spectrum on certain issues raised by Ceszyk, and ordered additional briefing on other issues, including Hayden's and Spectrum's argument that Ceszyk's motion to reconsider was moot because the property had already passed to a third party.

¶ 8 Following the additional briefing, the court heard argument on December 22, 2010. The court denied Ceszyk's motion to reconsider the order confirming the sale, concluding that it was moot. Ceszyk timely appeals.

¶ 9 ANALYSIS

¶ 10 Ceszyk raises several arguments regarding the trial court's April 13, 2010, order confirming the sheriff's sale and the December 22, 2010, order dismissing as moot her motion to reconsider. We turn first to Ceszyk's argument that the trial court's April 13, 2010, order confirming the sheriff's sale was void because: (1) the underlying sanctions order was void for lack of personal jurisdiction, (2) the underlying collection proceedings were void, (3) the trial court lacked jurisdiction to hear the petition to confirm, and (4) even if the trial court had jurisdiction to hear the petition, it lacked jurisdiction specifically to order the sheriff to issue the deed and disburse the sale proceeds.

¶ 11 An order is void when the court that entered it lacked jurisdiction over the parties or the subject matter or lacked the inherent power to enter it. *Government Employees Insurance Co. v. Hersey*, 397 Ill. App. 3d 551, 554 (2010). Whether the trial court properly exercised jurisdiction—either personal or subject matter—is reviewed *de novo*. *In re Luis R.*, 239 Ill. 2d 295, 299 (2010).

¶ 12 Ceszyk maintains that the April 13, 2010, order confirming the sheriff's sale was void because the trial court lacked personal jurisdiction over her to enter the underlying sanctions order.

This court has already previously rejected this argument. *In re Application of the County Collector*, No. 2-07-0201 (2008) (unpublished order pursuant to Supreme Court Rule 23). The law-of-the-case doctrine provides that issues previously decided in the same case cannot be relitigated either upon remand to the trial court or in a subsequent appeal. *Bjork v. Draper*, 404 Ill. App. 3d 493, 501 (2010). Exceptions to the doctrine include: “(1) when a higher reviewing court makes a contrary ruling on the same issue subsequent to the lower court’s decision, and (2) when a reviewing court finds that its prior decision was palpably erroneous.” *Bjork*, 404 Ill. App. 3d at 501.

¶ 13 In her reply brief, Ceszyk urges us to overlook the law-of-the-case doctrine because our previous ruling was “not consistent with the record.” This we decline to do. Ceszyk offers no persuasive argument that our prior holding was erroneous. Thus, her reliance on *Arizona v. California*, 460 U.S. 605, 618 (1983), is to no avail as it states merely that the law-of-the-case doctrine directs the court’s discretion but does not limit its power. Ceszyk also cites *Killian v. Ebbinghaus*, 111 U.S. 798 (1884), which is similarly unavailing as it stands only for the unremarkable proposition that the court may recall its mandate to correct an error in the caption—something not at issue in the present case.

¶ 14 Ceszyk next argues that the underlying collection proceedings were void because, while Hayden’s petition for citation to discover assets was pending, Ceszyk filed a timely motion to reconsider the sanctions order, and Hayden never filed a new citation petition after the court denied the motion to reconsider. Ceszyk fails to draw any relevant conclusion from this state of affairs. She does not contend that the underlying sanctions order, admittedly the enforceable judgment necessary to create the lien in the first place (see *Northwest Diversified, Inc. v. Desai*, 353 Ill. App. 3d 378, 387-88 (2004)), was somehow impaired by the “void” collection proceedings. Her complaint is that,

once the motion to reconsider the sanctions order was denied, the court proceeded on the previously filed citation, rather than requiring Hayden to file a new petition for citation to discover assets. However, Ceszyk offers no authority in support of the proposition that the court somehow erred in proceeding on the previously filed citation rather than requiring that a new petition be filed. Accordingly, this argument has no merit. See *Dexia Credit Local v. Rogan*, 629 F.3d 612, 621-622 (7th Cir. 2010) (applying Illinois law and holding that, where the judgment creditor filed its citations to discover assets prior to the underlying judgment's being final, and the defendants offered no reason to require re-filing the citations once the judgment became final *nunc pro tunc*, the trial court did not err in proceeding on the previously filed citations).

¶ 15 Ceszyk next argues that the trial court “lacked jurisdiction to entertain the petition to confirm.” Subject matter jurisdiction refers to “the power of a court to hear and determine cases of the general class to which the proceeding in question belongs.” *Belleville Toyota, Inc. v. Toyota Motor Sales, U.S.A., Inc.*, 199 Ill. 2d 325, 334 (2002). Except for the circuit court's power to review administrative actions, which is conferred by statute, the exclusive source of a circuit court's subject matter jurisdiction is the Illinois Constitution. *Belleville Toyota*, 199 Ill. 2d at 334; Ill. Const. 1970, art. VI, § 9. Under our state constitution, subject matter jurisdiction extends to all “justiciable matters.” Ill. Const. 1970, art. VI, § 9; *Belleville Toyota*, 199 Ill. 2d at 334. A “‘justiciable matter’ is a controversy appropriate for review by the court, in that it is definite and concrete, as opposed to hypothetical or moot, touching upon the legal relations of parties having adverse legal interests.” *Belleville Toyota*, 199 Ill. 2d at 335. “[T]he *only* consideration is whether the alleged claim falls within the general class of cases that the court has inherent power to hear and determine.

If it does, then subject matter jurisdiction is present.” (Emphasis in original.) *In re Luis R.*, 239 Ill. 2d at 301.

¶ 16 Ceszyk does not contend that the instant controversy was not a justiciable matter. There is no question that the petition to confirm the sale presented a claim under section 12-144.5 of the Code, and therefore, was a justiciable matter. See *Belleville Toyota*, 199 Ill. 2d at 335, 341 (characterizing a claim under the Motor Vehicle Franchise Act (815 ILCS 710/1 *et seq.* (West 2000)) as a justiciable matter despite expiration of the statute of limitations). Instead, Ceszyk maintains that the court lacked jurisdiction because Spectrum and its attorney never filed a formal appearance in the case² and because Spectrum failed to comply with the statutory requirements regarding recording and reporting. Neither of these issues has any bearing on subject matter jurisdiction. See *In re Luis R.*, 239 Ill. 2d at 302 (stating that “the only prerequisite to the court’s exercise of [subject matter] jurisdiction is that the asserted claim is ‘justiciable’ ”). Moreover, a trial court does not lose subject matter jurisdiction because it makes a mistake of law or fact or both. *Government Employees Insurance Co.*, 397 Ill. App. 3d at 554 (“Once a court has obtained jurisdiction, an order will not be rendered void nor will the court lose jurisdiction merely because of an error or impropriety in the court’s determination of the facts or law.”). Accordingly, the alleged failure of Spectrum to comply with various statutory requirements has no bearing on the trial court’s subject matter jurisdiction.

¶ 17 Ceszyk further argues that, even if the trial court had jurisdiction to confirm the sale, the portions of its order directing the sheriff to issue the deed and disburse the sale proceeds were void

²In her reply brief, Ceszyk notes that she is not arguing that the trial court lacked personal jurisdiction over Spectrum. Beyond that, we fail to see the import of Spectrum’s purported failure to file an appearance.

because section 12-144.5(b) (735 ILCS 5/12-144.5(b) (West 2010)), listing the factors to be considered in confirming the sheriff's sale, did not authorize the court to issue such directives. In support of her position, Ceszyk cites *Grubert v. Cosmopolitan National Bank of Chicago*, 269 Ill. App. 3d 408 (1995). The court in *Grubert* held that the trial court had no statutory authority to confirm a mortgage foreclosure sale for an amount less than that bid at the sale. *Grubert*, 269 Ill. App. 3d at 411-12 (applying the factors of section 15-1508(b) of the Code (735 ILCS 5/15-1508(b) (West 1992), which mirror those in section 12-144.5(b)). *Grubert* is inapposite because it does not speak to the issue of the trial court's authority to order the issuance of the deed or the disbursement of the sale proceeds. Unlike the instant case, the issue in *Grubert* was whether the trial court could confirm the sale upon altered terms. *Grubert*, 269 Ill. App. 3d at 412 (reversing and remanding for an evidentiary hearing on whether handwritten alterations on the confirmation order represented the parties' agreement).

¶ 18 We conclude that the portions of the April 13, 2010, order directing the sheriff to issue the deed and disburse the sale proceeds merely reflected the statutory procedural aspects of a sheriff's levy sale. See 735 ILCS 5/12-145 (West 2010) (“[w]hen *** the court issuing the underlying judgment has entered an order confirming the sale ***, the legal holder of the certificate is entitled to a deed therefor at any time within 5 years from the expiration of the time of redemption. The deed shall be executed by the sheriff ***.”); 735 ILCS 5/12-912 (West 2010) (providing for the disbursement of sale proceeds with any surplus being applied to the balance on the judgment). Thus, once the sale was confirmed, a contract was formed creating a right in the holder of the certificate of sale to title and in the judgment creditor to any surplus of sale proceeds; the court's order here simply reflects that reality. See *J.P. Morgan Chase Bank v. Fankhauser*, 383 Ill. App. 3d 254, 260

(2008) (noting that, in the context of a judicial sale in a mortgage foreclosure proceeding, the trial court's confirmation of the sale "conclusively establish[es] the purchaser's right to the property and gives final approval to the proposed distribution of the sale proceeds"); *Plaza Bank v. Kappel*, 334 Ill. App. 3d 847, 852 (2002) (explaining that, in a judicial sale, the high bid constitutes an irrevocable offer to purchase the property, with acceptance occurring upon the court's confirmation of the sale). Accordingly, Ceszyk has provided no basis for this court to conclude that the trial court's April 13, 2010, order confirming the sheriff's sale was void.

¶ 19 We now turn to Ceszyk's arguments regarding the trial court's December 22, 2010, order denying her motion to reconsider as moot. Ceszyk contends that her motion was not moot because Spectrum, which was not a *bona fide* purchaser, gave a trust deed to Chicago Title after Ceszyk filed her motion to reconsider, and, in any event, created only a lien on the property. We generally review a trial court's decision on a motion to reconsider for abuse of discretion. *Redelmann v. Claire-Sprayway, Inc.*, 375 Ill. App. 3d 912, 928-29 (2007). However, the question of whether an issue is moot presents a question of law that we review *de novo*. *In re Alfred H.H.*, 233 Ill. 2d 345, 350 (2009).

¶ 20 The trial court dismissed Ceszyk's motion to reconsider as moot "because the property [wa]s now in the hands of a third party." In reaching its conclusion, the court agreed with the argument advanced by Hayden and Spectrum, that its order confirming the sheriff's sale was in the nature of an injunction, because it directed the sheriff to issue the deed, and also in the nature of a declaratory judgment, because it declared the rights of the parties with respect to the property at issue. Pursuant to section 2-1203(b) of the Code, trial court judgments are stayed upon the filing of a timely postjudgment motion "except that a judgment granting injunctive or declaratory relief shall be stayed

only by a court order that follows a separate application that sets forth just cause for staying the enforcement.” 735 ILCS 5/2-1203(b) (West 2010). The court found that, because its confirmation order was declaratory and injunctive, and because Ceszyk did not file a separate application to stay the confirmation order, “there was no effective stay order.” The court then reasoned that Illinois Supreme Court Rule 305(k) was triggered whereby, if a stay was not perfected within the time for filing an appeal, “the reversal or modification of the judgment does not affect the right, title, or interest of any person who is not a party to the action in or to any real or personal property that is acquired after the judgment becomes final and before the judgment is stayed ***.” Ill. S. Ct. R. 305(k) (eff. July 1, 2004). The court determined, “That seems to be what has happened in this case. The property was transferred to Chicago Title accordingly. *** the rule of law under Supreme Court Rule 305(k) *** moots the issue because the property is now in the hands of a third party.”

¶ 21 “An appeal is moot if no actual controversy exists or if events have occurred that make it impossible for the reviewing court to grant the complaining party effectual relief.” *In re Marriage of Peters-Farrell*, 216 Ill. 2d 287, 291 (2005). The prayer for relief in Ceszyk’s motion to reconsider requested that the trial court vacate its order confirming the sale. To say that the sale should not have been confirmed, at that point, would have been equivalent to setting it aside. In cases where the judgment debtor in a levy sale successfully moved to set aside a sheriff’s sale, the relief granted was to allow for equitable redemption by the judgment debtor. See, e.g., *Milner v. Denman*, 21 Ill. 2d 182, 191 (1961); *Northwest Diversified, Inc. v. Mauer*, 341 Ill. App. 3d 27 (2003). Although Ceszyk made no request to redeem the property, to determine if equitable redemption was even possible, we examine the status of the property’s title.

¶ 22 The sheriff issued the deed to Spectrum on the same day that the trial court confirmed the sale—April 13, 2010. Spectrum then recorded its deed on May 3, 2010. At that time, Ceszyk had neither filed a motion to reconsider nor moved for a stay. Accordingly, nothing prevented the sheriff from issuing the deed to Spectrum, and title properly passed to Spectrum. See 735 ILCS 5/12-148 (West 2010) (“Such deed shall convey to the grantee therein named all the title, estate and interest of the judgment debtor ***.”).

¶ 23 After the sheriff issued the deed to Spectrum, Ceszyk filed a motion to reconsider the order confirming the sale on May 13, 2010. Nonetheless, because the sheriff had already issued the deed, nothing remained in the April 13, 2010, order that could be subject to a stay.³ Thus, we need not decide whether the April 13, 2010, order was injunctive or whether section 2-1203 of the Code could have operated to stay the order.

¶ 24 When Ceszyk filed her motion to reconsider on May 13, 2010, she neither filed a notice of *lis pendens* nor a suit to enjoin Spectrum from conveying its sheriff’s deed. The sheriff’s deed to Spectrum was “prima facie evidence that the provisions of the law in relation to the sale of the property for which it [wa]s or may be given were complied with ***.” 735 ILCS 5/12-150 (West 2010); *Allis-Chalmers Manufacturing Co. v. Hays*, 339 Ill. 230, 235 (1930). Despite the pending motion to reconsider, no injunction was in place to prevent Spectrum from conveying its title to another party. Furthermore, without any *lis pendens* having been filed, any other party unconnected to the litigation would have had no notice that there might have been superior interests in the

³We cannot determine from the record if the sale proceeds were disbursed by May 13, 2010. However, the proceeds’ disbursement is not at issue in this appeal. We also note that Ceszyk apparently moved for a stay of the confirmation order in the supreme court, which it denied.

property. See *Sobilo v. Manassa*, 479 F. Supp. 2d 805, 824 (N.D. Ill. 2007) (“[I]f no *lis pendens* notice is filed, and the subsequent purchaser did not otherwise have notice of the pending suit, he takes the property free of any interest determined in the suit.”); *First Midwest v. Pogge*, 293 Ill. App. 3d 359, 363 (1997) (“Before there may be ‘constructive notice,’ a *lis pendens* notice must be filed in the recorder’s office.”); 735 ILCS 5/2-1901 (West 2010). Indeed, Ceszyk makes no argument that Chicago Title took the trust deed with notice—actual, constructive, or otherwise.⁴

¶ 25 Spectrum’s trust deed stated that Spectrum, as “mortgagor[,]” “conveyed[ed] and warrant[ed]” the property at issue (legal description provided) to Chicago Title, as trustee, “forever, for the purposes, and upon the uses and trusts herein set forth.” The promissory note attached to the trust deed indicated that, when Spectrum fully paid the note, Spectrum should present the note and the trust deed to Chicago Title to obtain a “release deed.” The trust deed conveyed title to Chicago Title until such time as Spectrum paid the loan referenced in the deed and attached promissory note; it “resemble[d] a mortgage” (Black’s Law Dictionary 445 (8th ed. 2004)). A mortgage is a “conveyance of title to property that is given as security for the payment of a debt.” Black’s Law Dictionary 1031 (8th ed. 2004) (also contrasting a mortgage, which transfers title, with a pledge,

⁴We note that Ceszyk does argue that Spectrum was not a *bona fide* purchaser, and with this we would agree. However, judgment creditors themselves may purchase at sheriffs’ sales. See R. Ostler, *Enforcing Judgments Against Real Estate in Illinois: A Step-By-Step Guide*, 89 Ill. B.J. 234, 238 (2001) (advising judgment creditors’ counsel on how to determine their clients’ bids). The issue of status as a *bona fide* purchaser arises only where one seeks protection from subsequent reversal or modification of the underlying judgment. See 735 ILCS 5/12-149 (West 2010). Thus, Spectrum’s status has no relevance to the issues on appeal.

which retains title in the pledgor and transfers possession only). Thus, the trial court was correct in concluding that title to the property was in the hands of a third party—Chicago Title. Under these circumstances, the court could not have granted effectual relief to Ceszyk because it could not have allowed her equitable redemption, certainly not with a clean title. Accordingly, the trial court did not err in denying the motion to reconsider as moot.

¶ 26 Ceszyk finally argues that the trial court denied her right to due process when it confirmed the sale without allowing her the opportunity to respond on the merits to the petition to confirm. Ceszyk asserts that we review *de novo* whether an individual's constitutional rights were violated. In support of her position, Ceszyk cites *In re Robert. S.*, 213 Ill. 2d 30, 45 (2004), where our supreme court was called upon to decide whether a mental health patient's constitutional rights were violated by the trial court's order granting the State's petition to administer psychotropic medication against the patient's will. *Robert S.* addressed a private interest of "considerable magnitude." *Robert S.*, 213 Ill. 2d at 50-51. The court explained, "Deprivations of property are reversible and the consequences of erroneous deprivation may be remedied to some degree; however, the forced use of psychotropic drugs may effect modifications of brain chemistry and patterns of thought which are not so easily rectified, if they are at all." *Robert S.*, 213 Ill. 2d at 51. Simply uttering the magic words, "due process," does not transform an issue into one of constitutional magnitude. See *Kazubowski v. Kazubowski*, 45 Ill. 2d 405, 413 (1970) ("A constitutional question is not raised by the fact that the *** court may have misconstrued the law or committed an error for which its judgment should be reversed."). The instant case raises a more mundane issue, namely, whether the trial court abused its discretion in denying Ceszyk's oral motion for leave to file an additional

response to the petition to confirm the sale. See *Doe v. Sanders*, 189 Ill. App. 3d 572, 579 (1989) (noting that whether a party may file a late answer is within the trial court's discretion).

¶ 27 Here, Ceszyk received notice and a meaningful opportunity to be heard. Hayden and Spectrum filed the petition to confirm on December 24, 2009. The record contains a certificate of service, indicating that the notice of the petition was mailed to Ceszyk on December 21, and the notice of the petition informed that Hayden and Spectrum would appear on January 22, 2010, and request a hearing on the petition, *instanter*. Ceszyk appeared on January 22, and requested 30 days to file "a response." The court granted Ceszyk 21 days to respond and set the matter for February 24, 2010. The court explained,

"I want to set the case for a date 30 days out and determine what issues, if any, I have that will be in opposition to [the petition to confirm]. And if there is nothing in opposition, then [counsel for petitioners] and I will deal with your petition to confirm on that day. I just want to serve [n]otice to everybody so that you know what we're going to be doing and no one is taken by surprise."

The court's January 22, 2010, written order stated that "any answer" should be filed on or before February 16, 2010. When Ceszyk immediately objected to the language requiring her "answer" rather than her "response," the court said that they were the "[s]ame thing."

¶ 28 Instead of filing an answer, Ceszyk chose to file a "Motion to Strike or Dismiss" the petition. On February 24, 2010, the court entered an order granting Hayden's and Spectrum's request to reply to Ceszyk's "response" and allowed Ceszyk to file her reply thereafter. The matter was set for April 13, 2010.

¶ 29 On April 13, 2010, the trial court heard argument on the issues Ceszyk raised in her motion to strike or dismiss. The court denied Ceszyk's motion, and the following exchange occurred.

“THE COURT: Accordingly, the Court, having then reviewed the elements necessary under Section 12-144.5 to confirm the judicial sale, the Court finds notice was given, the terms of the sale were not unconscionable, and I find—

MS. CESZYK: Your Honor, I haven't had a chance to respond to that.

THE COURT: Well, you've been given the opportunity.

MS. CESZYK: No, I was told—

THE COURT: Ms. Ceszyk, with all due respect—

MS. CESZYK: —to file an answer.

THE COURT: —you've been given an opportunity since December in which to file your objections. You have filed your objections.

MS. CESZYK: I have filed my objection to—

THE COURT: We don't do this piecemeal, Ms. Ceszyk. We do it all at once.”

The court then continued making its findings under the section 12-144.5 factors and granted the petition to confirm.

¶ 30 On this record, we cannot say that the trial court abused its discretion in denying Ceszyk the opportunity to file an additional response. Although the more appropriate ruling may have been to allow Ceszyk to file a response, the trial court treated her motion to reconsider as her response and afforded Ceszyk an airing of the issues she raised therein.

¶ 31 On a final note, we observe that the equities in this case support our holding. The lengthy and tortured course of litigation in this case is not unrelated to Ceszyk's conduct therein. The

underlying sanctions order was based on Ceszyk's section 2-1401 petition, seeking to vacate as void the order for the tax deed to the vacant lot entered in October 2001. In October 2006, the court found that the petition "was filed to prolong litigation and increase Mr. Hayden's costs in the hope he will give up attempting to peaceably enjoy his property." The sheriff's sale, to execute the judgment for sanctions against Ceszyk's homestead property, was held in August 2007. The statutory period of redemption passed without Ceszyk's making an effort to redeem her homestead property. Furthermore, although the relief to which Ceszyk would have been entitled had the trial court found that the sale should not be confirmed was an equitable redemption, Ceszyk did not assert in the trial court that she could redeem the property, or even that she wanted to, and does not make such an assertion before this court. Additionally, when the sheriff issued the deed to Spectrum and Spectrum recorded it, Ceszyk did not move to vacate or set aside the deed. Rather, she waited while several other unrelated appeals in the case were pending but did not apply for a stay,⁵ file a *lis pendens*, or seek to enjoin Spectrum from conveying its sheriff's deed during the pendency of her motion to reconsider. As elaborated on above, when Hayden and Spectrum filed the petition to confirm the sale, Ceszyk ignored the trial court's order to answer, despite the court's admonition. Instead, she imprudently attempted to respond in piecemeal fashion. Given this history, the equities favor the result reached here.

¶ 32 For the foregoing reasons, we affirm the judgments of the circuit court of Du Page County confirming the sale and denying as moot the motion to reconsider.

¶ 33 Affirmed.

⁵Other than the motion to stay that was denied by the supreme court.