

No. 1-14-3048

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
FIRST JUDICIAL DISTRICT

BANK OF NEW YORK MELLON, f/k/a)	Appeal from the
Bank of New York, as Trustee for)	Circuit Court of
Certificate Holders of the CWMBS, Inc.,)	Cook County.
Mortgage Pass-Through Trust 2004-13,)	
Mortgage Pass-Through Certificates, Series 2004-13,)	
)	
Plaintiff-Appellee,)	
)	
v.)	No. 2012 CH 33160
)	
DANIELLE GARNIER,)	
)	
Defendant-Appellant)	
)	
(Oliver Garner, Mortgage Electronic Registration)	
Systems, Inc., as Nominee for Guaranteed Rate, Inc.,)	Honorable
)	Darryl B. Simko,
Defendants).)	Judge Presiding.

JUSTICE ROCHFORD delivered the judgment of the court.
Presiding Justice Hoffman and Justice Hall concurred in the judgment.

ORDER

¶ 1 *Held:* We affirmed the circuit court's orders granting plaintiff's motion for summary judgment, entering a judgment of foreclosure and sale, denying defendant's motion to vacate the summary judgment and foreclosure judgment, and confirming the sale, where defendant failed to demonstrate plaintiff lacked standing to bring this foreclosure suit.

¶ 2 Plaintiff-appellee, Bank of New York Mellon, f/k/a Bank of New York as trustee for Certificate Holders of the CWMBS, Inc., Mortgage Pass-Through Trust 2004-13, Mortgage Pass-Through Certificates, Series 2004-13, filed this action against defendant-appellant, Danielle Garnier, and others, pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, *et seq.* (West 2012)) (Foreclosure Law). Plaintiff sought to foreclose on property owned by Danielle and her husband, defendant Oliver Garnier (collectively, the Garniers). Danielle was the only defendant who appeared in the trial court, and she is the sole appellant. Danielle appeals from the orders granting plaintiff's motion for summary judgment, entering a judgment of foreclosure and sale, denying her motion to vacate the summary judgment and foreclosure judgment, and confirming the sale of the property. Danielle argues that plaintiff was without standing to pursue this foreclosure action. We affirm, as Danielle has failed to meet her burden of demonstrating plaintiff lacked standing.

¶ 3 I. BACKGROUND

¶ 4 On May 14, 2004, the Garniers executed a mortgage against their real property located at 1801 N. Fairfield Avenue in Chicago, which was subsequently recorded on May 25, 2004. The mortgage defined Danielle as the borrower, Guaranteed Rate, Inc. (GRI) as the lender, and Mortgage Electronic Registration Systems, Inc. (MERS) as the mortgagee and "nominee for Lender and Lender's successors and assigns." As part of the mortgage contract, Danielle also executed a note promising to pay the lender (identified as GRI) the amount of \$400,000. The mortgage provided that the note and mortgage could be transferred without notice to Danielle. Similarly, the note also provided that it could be transferred and that anyone who takes the note would be "called the 'Note Holder.'" The signature page of the note included a blank

endorsement, dated May 21, 2004, from the original lender GRI to the bearer, with an unsigned signature line, above the printed name "Meg Graves[,] closing specialist."

¶ 5 After Danielle defaulted on her payments in October 2010, plaintiff filed a complaint to foreclose the mortgage on August 30, 2012, in accordance with the requirements of section 15-1504(a) of the Foreclosure Law (735 ILCS 5/15-1504 (West 2012)). The complaint identified the mortgagors as the Garniers, and the mortgagee as MERS, as nominee for GRI. Plaintiff alleged it was the legal holder of the mortgage and note and copies of the mortgage, executed by the Garniers, and the promissory note, executed by Danielle, were attached as exhibits to the complaint. Additionally, plaintiff's complaint included as exhibits two allonges. The first allonge was an endorsement of Danielle's loan to Countrywide Document Custody Services, a division of Treasury Bank, N.A. This endorsement was dated May 14, 2004, signed under a reference to GRI, and above the signature line of Kjerstine McHugh, identified as a post-closing specialist. The second allonge was undated and included two endorsements. One was a specific endorsement to Countrywide Home Loans, Inc., from Countrywide Document Custody Services, and was signed by Laurie Meder, vice president. The other was a blank endorsement from Countrywide Home Loans, Inc., signed by David A. Spector, managing director.

¶ 6 On November 15, 2012, Danielle filed a combined motion to dismiss the complaint, pursuant to section 2-619.1 of the Code of Civil Procedure (Code) (735 ILCS 5/2-619.1 (West 2012)), on the ground that plaintiff lacked standing. Danielle argued that because the blank endorsement on the note was unexecuted, the note had not been properly transferred and therefore plaintiff was not in possession of the note at the time of filing the foreclosure suit. The circuit court denied Danielle's motion to dismiss on December 10, 2012. A transcript of the proceedings which were held on that date has not been included in the record.

¶ 7 Danielle filed an answer and affirmative defenses to the complaint on January 7, 2013. In her answer, Danielle raised plaintiff's lack of standing as an affirmative defense. Specifically, Danielle again contended that the note's endorsement was unexecuted and, therefore, it had not been transferred to plaintiff before this suit was commenced. On March 20, 2013, plaintiff filed a reply to Danielle's answer and affirmative defenses and asserted that Danielle had failed to allege specific facts in support of her affirmative defense that plaintiff lacked standing. Plaintiff further denied Danielle's claim that it was not the legal holder of the mortgage and note at the time of the suit.

¶ 8 On December 11, 2013, plaintiff filed motions for summary judgment and for entry of judgment of foreclosure and sale. In its motion for summary judgment, plaintiff presented proof that Danielle was in default on the loan, and that the outstanding principal balance at that time was \$362,414.77. Additionally, plaintiff presented evidence which demonstrated it was the holder of the note and mortgage and, therefore, had standing. Specifically, plaintiff attached to its motion the affidavit of Melissa Black, vice president of Residential Credit Solutions, Inc. which serviced the loan for plaintiff. She averred, on personal knowledge and after reviewing the pertinent records, that plaintiff was the current holder of the mortgage and the note. Ms. Black also stated that MERS had assigned the mortgage and note to plaintiff and that a true and correct copy of the assignment was attached as an exhibit to her affidavit. The attached assignment stated that MERS transferred to plaintiff the mortgage, all rights and beneficial interest under the mortgage, and the note. GRI was identified as the original lender. The assignment from MERS was executed and notarized on December 13, 2011. Plaintiff, in its motion for summary judgment, also stated that "[r]egardless of the assignment," it was in actual

possession of the original mortgage and note and, as the holder of the mortgage and the note, had standing to bring this suit.

¶ 9 Danielle's attorney failed to appear on February 7, 2014, the date scheduled for the presentment of plaintiff's motions. On that date, the circuit court entered an order granting plaintiff summary judgment against Danielle after it had been "fully advised in the Premises." In a separate order, the circuit court entered a judgment of foreclosure and sale in which the circuit court explicitly stated that it had "examined the file and record, including all pleadings, exhibits, affidavits and matters of record." The judgment of foreclosure included a finding that plaintiff was the legal holder and owner of the note at the time of filing suit and "had and continues to have standing to bring this matter." A transcript of the proceedings held on February 7, 2014, is not contained in the record on appeal.

¶ 10 Danielle filed a *pro se* a motion for reconsideration based on her attorney's failure to appear on February 7, 2014, which was denied on March 31, 2014. Plaintiff's original counsel was granted leave to withdraw on April 4, 2014. On April 11, 2014, plaintiff gave Danielle notice of the judicial sale of the property to be held on May 8, 2014.

¶ 11 On May 1, 2014, Danielle, through new counsel, filed an emergency motion asking the trial court to vacate the orders granting plaintiff summary judgment and entering the foreclosure judgment and to stay the judicial sale. The motion to vacate did not refer to a statutory section, but Danielle asserts on appeal that it was brought pursuant to section 2-1401 of the Code. 735 ILCS 5/2-1401 (West 2012). Danielle argued she had meritorious defenses which, through no fault of her own, were not raised at the summary judgment stage. Danielle again maintained plaintiff did not have the authority to sue on the note for the reason that the note's blank endorsement was unexecuted and the note, allonges, and assignment "do not establish the

requisite chain of title to evince Plaintiff's standing to sue;" the signatories on the allonges were robo-signed or made by individuals lacking personal knowledge of the underlying transaction; and MERS did not possess the authority to transfer beneficial interests in the loan. Danielle's motion included a five-page exhibit which she contended were excerpts of the testimony of Michelle Sjolander of Countrywide Home Loans, relating to certain practices as to signatures on endorsements of notes. This testimony was purportedly given in the context of unrelated litigation. See *Kirby v. Bank of America, N.A.*, No. 2009 CV 182, 2012 WL 1067944 (S.D. Miss. Mar. 29, 2012).

¶ 12 The circuit court denied Danielle's motion to vacate the summary judgment and foreclosure judgment on May 23, 2015. Again, the record on appeal does not include a report of the proceedings held on that date. After the judicial sale of the property, the circuit court entered an order approving the sale on September 2, 2014. Danielle has timely appealed.

¶ 13

II. ANALYSIS

¶ 14 Danielle argues that the circuit court erred in entering the foreclosure judgment after granting summary judgment in favor of plaintiff and in denying her motion to vacate the summary judgment and foreclosure judgment, because plaintiff lacked standing to bring this action. We disagree.

¶ 15 Summary judgment is proper when the pleadings, depositions, and affidavits demonstrate that, as a matter of law, the moving party is entitled to judgment. 735 ILCS 5/2-1005(c) (West 2012). "The purpose of summary judgment is not to answer a question of fact, but to determine whether one exists." *Ballog v. City of Chicago*, 2012 IL App (1st) 112429, ¶ 18. In determining whether a genuine issue of material fact exists, the reviewing court must construe the materials of record strictly against the movant and liberally in favor of the nonmoving party. *Id.* We

review the grant of summary judgment *de novo*, and may affirm on any basis found in the record. *Rosestone Investments, LLC v. Garner*, 2013 IL App (1st) 123422, ¶ 23.

¶ 16 The doctrine of standing "assures that issues are raised only by those parties with a real interest in the outcome of the controversy." *Glisson v. City of Marion*, 188 Ill. 2d 211, 221 (1999). A plaintiff is not required to plead (nor prove) facts to establish standing in a foreclosure case. *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 24. A plaintiff's lack of standing is an affirmative defense and, as such, must be pleaded and proven by the defendant. *Lebron v. Gottlieb Memorial Hospital*, 237 Ill. 2d 217, 252 (2010); *Greer v. Illinois Housing Development Authority*, 122 Ill. 2d 462, 508 (1988).

¶ 17 Under the Foreclosure Law, an action may be commenced by: (1) the legal holder of an indebtedness secured by a mortgage; (2) any person designated or authorized to act on behalf of such holder; or (3) an agent or successor of a mortgagee. 735 ILCS 5/15-1503, 1504(a)(3)(N) (West 2012); *Mortgage Electronic Registration Systems, Inc. v. Barnes*, 406 Ill. App. 3d 1, 7 (2010). A *prima facie* case for foreclosure is established if the complaint conforms to the requirements set forth in section 15-1504(a) of the Foreclosure Law and the note and the mortgage are attached. 735 ILCS 5/15-1504(a) (West 2012); *Korzen*, 2013 IL App (1st) 130380, ¶ 24; see also, *US Bank, National Ass'n v. Advic*, 2014 IL App (1st) 121759, ¶ 37 (*prima facie* evidence that plaintiff owns the note established by attaching a copy of the note to the complaint). At this point, the burden shifts to the mortgagor to prove lack of standing. *Korzen*, 2013 IL App (1st) 130380, ¶ 24; *Farm Credit Bank of St. Louis v. Bietham*, 262 Ill. App. 3d 614, 622 (1994).

¶ 18 Here, plaintiff's complaint for foreclosure fully complied with section 15-1504(a) and a copy of the note and mortgage were properly attached. Therefore, with a *prima facie* case for

foreclosure having been established, it was incumbent upon Danielle to prove plaintiff was without standing to bring the suit.

¶ 19 Furthermore, in support of its motion for summary judgment, plaintiff again asserted that it was the legal holder of the note and mortgage and presented evidentiary proof as to its standing. Ms. Black, an employee of the servicer of the loan, attested that, based on personal knowledge and after reviewing the business records relating to the mortgage, plaintiff was the legal holder of the mortgage and note.

¶ 20 The mortgage and the note attached to the complaint were made and executed by Danielle and evidenced her indebtedness as to the subject property. Both instruments stated that they could be transferred by the lender. The note included an endorsement in blank. As such, it was payable to the bearer which, by the uncontroverted evidence, was plaintiff. Thus, the record shows plaintiff was the legal holder of the indebtedness secured by a mortgage and, under the Foreclosure Law, had standing to file suit. 735 ILCS 5/15-1503 (West 2012); *Rosestone Investments*, 2013 IL App (1st) 123422, ¶ 24; *Barnes*, 406 Ill. App. 3d at 7.

¶ 21 Additionally, in support of its motion for summary judgment, plaintiff authenticated and presented an assignment of the mortgage and note from MERS, which was signed and notarized before the suit was filed. *Advic*, 2014 IL App (1st) 121759, ¶ 37 ("The assignment of a mortgage note carries with it an equitable assignment of the mortgage by which it was secured." (quoting *Federal National Mortgage Ass'n v. Kuipers*, 314 Ill. App. 3d 631, 635 (2000))). Accordingly, because plaintiff had standing, the circuit court properly granted summary judgment and a judgment of foreclosure and sale in favor of plaintiff.

¶ 22 Danielle had the burden to prove plaintiff lacked standing and, to defeat summary judgment, was required to "show through affidavits or other proper materials, that a material

issue of evidentiary facts exists." *Extel Corp. v. Cermetek Microelectronics, Inc.*, 183 Ill. App. 3d 688, 691 (1989). Danielle failed to file a counter-affidavit or present other evidence to create issues of material fact as to plaintiff's standing. Therefore, plaintiff's evidentiary facts in support of its motion for summary judgment stand as admitted. *Patrick Media Group, Inc. v. City of Chicago*, 255 Ill. App. 3d 1, 6-7 (1993); *Korzen*, 2013 IL App (1st) 130380, ¶ 49 (opposing party may not stand on their pleadings in order to create a genuine issue of material fact.).

¶ 23 Danielle argues that the circuit court erred in entering summary judgment because plaintiffs failed "to provide conclusive evidence, in the form of a clear chain of title of the promissory note." She maintains that the note with its blank endorsement, the allonges and the assignment do not establish that the note and the mortgage were transferred to plaintiff prior to suit. However, plaintiff ignores that under the Foreclosure Law, plaintiff was not required to produce "any specific documentation demonstrating that it owns the note or the right to foreclose on the mortgage, other than the copy of the mortgage and note attached to the complaint." *Korzen*, 2013 IL App (1st) 130380, ¶ 26.

¶ 24 Furthermore, as the appellant, Danielle had the burden of presenting a sufficiently complete record of the proceedings below to support her claim of error. *Midstate Siding and Window Co., Inc. v. Rogers*, 204 Ill. 2d 314, 319 (2003) (citing *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984)). In the absence of a complete record, a reviewing court presumes that the order entered by the trial court was in conformity with law and had a sufficient factual basis. *Id.* at 392. "In fact, when the record on appeal is incomplete, a reviewing court should actually 'indulge in every reasonable presumption favorable to the judgment from which the appeal is taken, including that the trial court ruled or acted correctly.'" *Smolinski v. Vojta*, 363 Ill. App. 3d 752, 757 (quoting *People v. Majer*, 131 Ill. App. 3d 80, 84 (1985)).

¶ 25 The record on appeal does not include a report of any of the various proceedings where plaintiff's standing was at issue, including the hearing on plaintiff's motions for summary judgment and entry of the judgment of foreclosure. Therefore, we are without a record of what arguments or evidence were presented to the circuit court by plaintiff as to standing. The circuit court, in its summary judgment order, stated that it had been fully advised in the premises. The foreclosure judgment stated that the circuit court had considered all matters of record, and included a specific finding that plaintiff had standing to bring the suit. Thus, it is reasonable to conclude that the circuit court—at the very least—considered the note, mortgage, assignment, and allonges which are contained in the record to determine that plaintiff had standing. *CitiMortgage, Inc. v. Moran*, 2014 IL App (1st) 132430, ¶ 41. In the absence of a complete record, we resolve any doubts resulting from the insufficiency of the record against plaintiff, and presume the circuit court acted correctly and that its finding as to standing was supported by the law and facts. *Id.*

¶ 26 Danielle does not prove a lack of standing by pointing out the note's blank endorsement was unsigned. Under the Uniform Commercial Code, persons entitled to enforce a note include its holder or a nonholder in possession of the instrument who has the rights of the holder. See 810 ILCS 5/3-301 (West 2012). A negotiable instrument may be transferred by delivery to another entity for the purpose of giving that entity the right to enforce the instrument. 810 ILCS 5/3-203(a) (West 2012). If a note is "[e]ndorsed in blank," it becomes payable to whomever is the bearer, and may be negotiated by transfer of possession alone, until it is specially endorsed. *U.S. Bank National Ass'n v. Carroll*, 11 C 6535, 2013 WL 3669320, at *3 (N.D. Ill. July 12, 2013) (citing 810 ILCS 5/3-205(b) (West 2012)). A person who is in possession of a note

payable to the bearer is deemed the holder of the instrument and is entitled to enforce the instrument. See 810 ILCS 5/3-201(b)(21)(A) (West 2012).

¶ 27 Danielle relies on *Deutsche Bank v. Gilbert*, 2012 IL App (2d) 120164, to argue that the "chain of title" is insufficient to establish plaintiff's standing. In litigating cross-motions for summary judgment, the defendant-mortgagor in *Gilbert* produced evidence showing that the mortgage was assigned to the plaintiff, Deutsche Bank, after the bank had filed the foreclosure suit. *Id.* ¶ 23-24. The Second District found that the defendant had made a *prima facie* showing that Deutsche Bank lacked standing, and thus found the burden was shifted to Deutsche Bank to show that it had the requisite possessory interest prior to the suit. *Id.* However, the First District has declined to follow *Gilbert*, finding that the shifting of the burden to the plaintiff to prove standing was contrary to the decisions of our supreme court. See *Rosestone Investments, LLC v. Garner*, 2013 IL App (1st) 123422, ¶ 28. We need not reach a determination as to the correctness of *Gilbert*, as Danielle has not made a *prima facie* showing that plaintiff *lacked* standing at the time the suit was commenced. In particular, plaintiff presented an assignment which was signed and notarized on December 13, 2011, a date prior to the August 30, 2012, date this suit was filed. *Gilbert*, 2012 IL App (2d) 120164, ¶ 18 (finding that "the assignment took place no later than the date on which the [a]ssignment was executed."). This case is therefore factually distinguishable from *Gilbert*, and *Gilbert* does not support a finding of error here.

¶ 28 Danielle argues that the assignment must be questioned because it was not produced until plaintiff filed the motion for summary judgment. Plaintiff, having alleged it was the holder of the note and mortgage and attaching those documents to the complaint, was not required to attach the assignment to its complaint under the Foreclosure Law. *Korzen*, 2013 IL App (1st) 130380, ¶ 26; 735 ILCS 5/15-1504(b) (West 2012). Further, even under Supreme Court Rule

113(b) (Ill. S. Ct. R. 113(b) (eff. May 1, 2013)), which is a new rule not applicable here, plaintiff was only required to attach "a copy of the note as it currently exists, together with indorsements and allonges, but not necessarily assignments." See *Korzen*, 2013 IL App (1st) 130380, fn 4. Therefore, there is nothing in the timing of the assignment's production during suit which defeats plaintiff's standing.

¶ 29 We also reject Danielle's argument that the allonges raise issues of material fact as to plaintiff's standing as the holder of the note and mortgage. The last endorsement on the allonges was in blank. As we have discussed, the law provides that the holder of a note endorsed in blank is the person who possesses the note. In this case, plaintiff is the holder of the note because it possesses the note.

¶ 30 Because plaintiff had standing to bring the foreclosure suit, we find that the circuit court properly granted plaintiff's motions for summary judgment and entry of the foreclosure judgment.

¶ 31 Next, we consider Danielle's argument that the circuit court improperly denied her motion to vacate the summary judgment order and the foreclosure judgment.

¶ 32 Plaintiff argues that we lack jurisdiction to consider the order denying Danielle's motion to vacate. In making this argument, plaintiff maintains that the motion to vacate was brought pursuant to section 2-1401 of the Code (735 ILCS 5/2-1401 (West 2012)), and Danielle failed to file a notice of appeal within 30 days of the entry of the order denying her motion as required by Supreme Court Rule 304(b)(3) (Ill. S. Ct. R. 304(b)(3) (eff. Feb. 26, 2010, as amended)).

¶ 33 Section 2-1401 establishes a "procedure by which final orders and judgments may be vacated or modified more than 30 days after their entry." *Paul v. Gerald Adelman & Associates, Ltd.*, 223 Ill. 2d 85, 94 (2006). Illinois Supreme Court Rule 304(b)(3) provides that a "judgment

or order granting or denying any of the relief prayed in a petition under section 2-1401 of the Code" is appealable immediately without express Rule 304(a) language being included in the order. Ill. S. Ct. R. 304(b)(3) (eff. Feb. 26, 2010, as amended). However, Danielle could not challenge the circuit court's orders granting summary judgment and entering the foreclosure judgment pursuant to section 2-1401, as those orders were not final and appealable. The judgment of foreclosure was not final and appealable until the circuit court entered the order confirming the sale of the property and approving the distribution of the proceeds. *U.S. Bank National Ass'n v. Prabhakaran*, 2013 IL App (1st) 111224, ¶ 21. Because section 2-1401 was not available to Danielle as a vehicle to vacate the summary judgment and foreclosure judgment, Rule 304(b)(3) was not applicable.

¶ 34 Rather, the circuit court's summary judgment order and the foreclosure judgment were interlocutory orders, and it is well settled that the circuit court has inherent power to review, modify, or vacate interlocutory orders while—as was the case here—the court retains jurisdiction over the entire controversy. *Hernandez v. Pritikin*, 2012 IL 113054, ¶ 42. Danielle's motion to vacate the interlocutory orders must be viewed as an appeal to this inherent authority. Moreover, we have jurisdiction to review the denial of that motion, as it was a step in the procedural progression leading to the final judgment—the order approving the sale—from which Danielle timely appealed. *In re Marriage of O'Brien*, 2011 IL 109039, ¶ 23.

¶ 35 We review the circuit court's ruling on a motion to vacate for an abuse of discretion. *Guiffrida v. Booth's Palace Tavern, Inc.*, 2014 IL App (4th) 131008, ¶ 31. "An abuse of discretion occurs when the trial court acts arbitrarily without the employment of conscientious judgment or if its decision exceeds the bounds of reason and ignores principles of law such that

substantial prejudice has resulted. [Citation.]" (Internal quotation marks omitted.) *Aurora Loan Services, LLC v. Kmiecik*, 2013 IL App (1st) 121700, ¶ 27.

¶ 36 Again, however, we are without the benefit of a report of proceedings from the hearing on Danielle's motion to vacate. In the absence of a complete record, we presume the circuit court's denial of Danielle's motion to vacate was well supported, both legally and factually. *Foutch*, 99 Ill. 2d at 392.

¶ 37 Moreover, from the record we do have before us we conclude Danielle did not raise a meritorious defense in her motion to vacate. Danielle's motion to vacate again raised that plaintiff did not have standing to file this suit. As we have discussed, her argument is unfounded.

¶ 38 Danielle argues on appeal that her motion to vacate raised issues as to the authenticity of the allonges. Danielle offered as support for this contention a five-page exhibit, which she contended were excerpts of the deposition testimony of Michelle Sjolander in another case, regarding how her signature stamp was used on endorsements by others under a power of attorney. Danielle did not authenticate the exhibit in any way, or demonstrate that the questions and answers included in the exhibit were, indeed, sworn deposition testimony of Ms. Sjolander in a lawsuit. Nonetheless, the substance of the answers contained in the exhibit, do not prove that any signatures on the endorsements at issue here were forged or fraudulent. We therefore find that the circuit court did not abuse its discretion in denying Danielle's motion to vacate on this basis.

¶ 39

III. CONCLUSION

¶ 40 As Danielle failed to demonstrate that plaintiff did not have standing to bring this foreclosure action, we affirm the circuit court's orders granting plaintiff's motion for summary

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judgment, entering a judgment of foreclosure and sale, denying Danielle's motion to vacate the summary judgment and foreclosure judgment, and confirming the sale.

¶ 41 Affirmed.