2020 IL App (1st) 190867-U

SIXTH DIVISION
July 17, 2020

No. 1-19-0867

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

BANK OF AMERICA, N.A.,	)	
	)	Appeal from the
Plaintiff,	)	Circuit Court of
	)	Cook County.
(U.S. Bank Trust National Association, not in its individual capacity but solely as owner and trustee for Newlands Asset Holdings Trust, Plaintiff-Appellee),	)	No. 2014 CH 10372
v.	)	
	)	Honorable
MICHAEL DILLARD and UNKNOWN OWNERS AND NON-RECORD CLAIMANTS,	)	John Curry, Judge Presiding.
Defendants,	)	
(Michael Dillard, Defendant-Appellant).	)	

PRESIDING JUSTICE MIKVA delivered the judgment of the court.
Justices Cunningham and Connors concur in the judgment.

O R D E R

¶ 1 *Held*: Summary judgment in bank's favor is affirmed in this mortgage foreclosure action where bank's prove-up affidavit was legally sufficient and mortgagor's counteraffidavit was conclusory; circuit court did not abuse its discretion by denying

mortgagor's motion to reconsider and approving sale of the subject property.

¶ 2 The bank in this case filed a complaint to foreclose on a mortgaged property. The bank moved for summary judgment and attached a prove-up affidavit showing amounts due and owing. The circuit court granted that motion, denied the mortgagor's motion for reconsideration, and approved the sale of the property. For the following reasons, we affirm the judgment of the circuit court.

¶ 3 I. BACKGROUND

¶ 4 On June 20, 2014, the initial plaintiff in this case, Bank of America, N.A., filed a complaint to foreclose on the property located at 1029 Riverview Drive in South Holland, Illinois, alleging that the mortgagor, defendant Michael Dillard, had been in default on the mortgage since July 1, 2013. Mr. Dillard filed his *pro se* appearance on August 1, 2014.

¶ 5 U.S. Bank Trust National Association, not in its individual capacity, but as Owner Trustee for Newlands Asset Holding Trust, was substituted as party plaintiff on September 8, 2015. The party plaintiff later changed again, however, U.S. Bank Trust National Association, not in its individual capacity, but as Owner Trustee for Newlands Asset Holding Trust was listed as the party plaintiff at the point of appeal. We will simply refer to the plaintiff as U.S. Bank.

¶ 6 Mr. Dillard filed his *pro se* answer to the complaint on September 22, 2015, and on February 16, 2016, U.S. Bank filed its motion for summary judgment and judgment of foreclosure against Mr. Dillard. U.S. Bank attached to its motion an affidavit detailing the amount Mr. Dillard owed on the mortgage. Mr. Dillard filed his response on May 26, 2016, and attached his own affidavit, which stated, "[p]art of the reason I was having trouble making my mortgage payments was that Bank of America was overcharging my escrow account and it was showing a negative balance." He also stated that he "even sent in payments that reflected the correct amount for the

escrow payments, but these payments were never posted to [his] account" and that "Bank of America continued to demand much more from [him] than what was reasonably needed to keep the escrow account fully funded." Although Mr. Dillard averred that "[a] true and correct copy of a letter from Bank of America showing that [his] escrow account was overcharged" was attached as Exhibit A to his affidavit, no such letter was attached.

¶ 7 The circuit court granted summary judgment in favor of U.S. Bank on August 8, 2016. Mr. Dillard then filed a motion to reconsider that ruling, which the circuit court granted with respect to the prove-up of damages.

¶ 8 U.S. Bank filed a motion for summary judgment regarding the amount of damages on November 27, 2017. In support of the motion, U.S. Bank attached the affidavit of Matthew Dolan, a foreclosure litigation associate for RoundPoint Mortgage Co. (RoundPoint), the servicing agent for the subject mortgage. Mr. Dolan attested that he was familiar with RoundPoint's mode of operation, practices, procedures, and their systems of record. Mr. Dolan stated that he used RoundPoint's systems "on a regular basis as a routine function of [his] employment" and that he was "authorized and trained to access these records." Mr. Dolan explained that RoundPoint "uses software named Black Knight Financial Services, Inc. [(Black Knight software)], to automatically record and track mortgage payments," which he stated is industry standard. According to Mr. Dolan, "[w]hen a mortgage payment is received, the following procedure is used to process and apply the payment, and to create the records [he] reviewed: [p]ayment is received via mail or wire, and is manually posted effective the date received into the Black Knight [software] loan servicing system and reconciled on a daily basis." He also stated that the Black Knight software "accurately records mortgage payments when properly operated," and "[i]n the case at bar, the software *** was properly operated to accurately record [Mr. Dillard's] mortgage payments." Mr. Dolan

determined that Mr. Dillard owed $149,826.01 "based on [his] review of the following records: subject mortgage, subject promissory note, financial figures, and payment history of the subject loan." Attached to his affidavit were those documents.

¶ 9 Mr. Dillard filed a *pro se* response in opposition to summary judgment on January 25, 2018, and a supplemental response once represented by counsel on February 26, 2018, arguing, among other things, that Mr. Dolan's affidavit did not comply with Illinois Supreme Court Rules 191(a) (eff. Jan. 4, 2013) or 113(c) (eff. Jan. 1, 2008) because it failed to refer to any exhibits or attachments. The circuit court disagreed and, on February 26, 2018, granted summary judgment in favor of U.S. Bank and entered a judgment of foreclosure and sale.

¶ 10 On November 16, 2018, Mr. Dillard filed a motion to reconsider these rulings in light of newly discovered evidence—his annual escrow account disclosure statement that he received from RoundPoint during bankruptcy proceedings that he had he initiated but later dismissed. He argued in his motion that the escrow statement demonstrated that there was a surplus of $27,646.86 in his escrow account and that the foreclosure action was the result of U.S. Bank's mismanagement of his account. Mr. Dillard also noted that although he had repeatedly requested an analysis of his account, he only received one after he filed for bankruptcy. The circuit court denied Mr. Dillard's motion on December 4, 2018. The record contains only a one sentence order that the motion was denied and no transcript of the hearing or ruling.

¶ 11 The property was sold on November 19, 2018, and U.S. Bank moved to approve the sale on December 26, 2018. Mr. Dillard filed a response arguing that, under section 15-1508 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1508(b) (West 2014)), "justice was otherwise not done" for the two reasons he had raised before: the purported noncompliance of Mr. Dolan's affidavit and mismanagement of the escrow account by U.S. Bank. Over his objection, the circuit

court approved the sale on March 25, 2019. The record contains the circuit court's order, but there is no explanation in the order as to why Mr. Dillard's argument for denying the sale failed and there was no transcript of the hearing or ruling.

¶ 12 Mr. Dillard now appeals.

¶ 13 II. JURISDICTION

¶ 14 The circuit court entered its final judgment in this case on March 25, 2019, and Mr. Dillard filed his timely notice of appeal on April 24, 2019. This court has jurisdiction pursuant to Illinois Supreme Court Rules 301 (eff. Feb. 1, 1994) and 303 (eff. July 1, 2017), governing appeals from final judgments entered by the circuit court in civil cases.

¶ 15 III. ANALYSIS

¶ 16 On appeal, Mr. Dillard argues the circuit court erred in (1) granting U.S. Bank's motion for summary judgment, (2) denying Mr. Dillard's motion to reconsider based on the newly discovered escrow statement, and (3) approving the sale of Mr. Dillard's property. We address each issue in turn.

¶ 17 A. Summary Judgment

¶ 18 Mr. Dillard first argues that the circuit court erred in granting summary judgment in favor of U.S. Bank because its prove-up affidavit failed to comply with all relevant statutes. Mr. Dillard also argues that his own counteraffidavit should have been taken as true, or, in the alternative, that it raised a genuine issue of material fact precluding summary judgment. We disagree.

¶ 19 "Summary judgment is appropriate 'if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.' " *Irwin Industry Tool Co. v. Illinois Department of Revenue*, 238 Ill. 2d 332, 339-40 (2010) (quoting 735 ILCS 5/2-1005(c)

(West 2008)). We review a circuit court's grant or denial of summary judgment *de novo*, construing the record strictly against the moving party and liberally in favor of the nonmoving party. *Allen v. Cam Girls*, LLC, 2017 IL App (1st) 163340, ¶ 28. "In order to prevail, the nonmoving party must present some evidence that would arguably entitle her to recover at trial." *Id.*

¶ 20 1. Mr. Dolan's Affidavit

¶ 21 Mr. Dillard argues that Mr. Dolan's affidavit, which U.S. Bank relied on in support of its motion for summary judgment on the amount of damages, did not comply with Supreme Court Rules 191(a) or 113(c) because Mr. Dolan failed to either reference the attachments or certify that they "were true and accurate copies of the documents [he] reviewed when making the affidavit." We will analyze the affidavit under each rule separately.

¶ 22 a. Supreme Court Rule 191(a)

¶ 23 Supreme Court Rule 191(a) requires that any affidavit attached in support of a motion for summary judgment:

> "be made on the personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; shall not consist of conclusions but of facts admissible in evidence; and shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto." Ill. S. Ct. Rule 191(a) (eff. Jan. 4, 2013).

¶ 24 An affidavit satisfies Rule 191(a) when "the statements contained in the affidavits [are] based upon the personal knowledge of the affiants and the affidavits [are] accompanied by the documents on which the affiants relied in making their statements." *PNC Bank, National Ass'n v.*

Zubel, 2014 IL App (1st) 130976, ¶ 21.

¶ 25 Mr. Dillard argues that the documents attached to Mr. Dolan's affidavit were not "sworn or certified," either expressly or by virtue of being referenced specifically in the affidavit. U.S. Bank responds that Rule 191(a) does not require an affiant to make an express representation in his affidavit that the documents he relied upon are in fact attached to the affidavit. Rather, U.S. Bank stresses, "[t]he law only requires that the documents *be attached*" (emphasis added) and "it is sufficient if [the attachments] are incorporated into the sworn affidavit which attests that the facts therein were true."

¶ 26 As U.S. Bank points outs, there are numerous cases, analyzing both Supreme Court Rule 191(a), and its prior version, Supreme Court Rule 15 (eff. Aug. 1, 1938) (*Doe by Doe v. Coe*, 2017 IL App (2d) 160875, ¶ 16), holding that documents attached to an affidavit do not have to be sworn or certified if they are incorporated into the sworn affidavit. See, *e.g.*, *Ciochon v. Bellino*, 184 Ill. App. 3d 993, 998-99 (1989) (stating "if the only objection were that the attached copies were not certified or sworn to *** the defect would not warrant striking the motion as the sworn affidavit incorporates the reports and sufficiently attests to their accuracy"); *LaMonte v. City of Belleville*, 41 Ill. App. 3d 697, 701 (1976) (finding that the failure to attach sworn or certified copies of documents to an affidavit does not render it inadmissible where the affiant stated that the facts alleged in the documents were true); *Ragen v. Wolfner*, 43 Ill. App. 2d 70, 76 (1963) (finding that exhibits attached to affidavits that were not sworn or certified still satisfied Supreme Court Rule 15 because they were referenced in the text of the affidavits); *Wainscott v. Penikoff*, 287 Ill. App. 78, 82 (1936) (finding affidavit attached in support of summary judgment would not be struck even though it did not state that the attached lease was a sworn or certified copy of the lease on which the plaintiff relied).

¶ 27 Mr. Dillard recognizes this line of cases but claims that they actually support his argument because the affidavits described in them explicitly referenced their attachments. But the documents Mr. Dolan said he relied on in reaching the conclusions stated in his affidavit—"the subject mortgage, subject promissory note, financial figures, and payment history of the subject loan"—were the exact documents that Mr. Dolan attached. He stated that the software he used "was properly operated to accurately record [Mr. Dillard's] mortgage payments." He then attached the mortgage, note, and other documents, including the payment history, that the software generated. It is clear that Mr. Dolan was referencing these documents in his affidavit, thereby incorporating them, by reference, into his sworn affidavit.

¶ 28 Mr. Dillard's contention that something more explicit than the language that Mr. Dolan used is required is not supported by the case law. In *Wainscott*, for example, the affiant stated he had *a* lease and *a* lease was attached to the affidavit. *Wainscott*, 287 Ill. App. at 82. The court rejected the appellant's argument that this was deficient because the affiant did not say that the lease to which he was referring was *the* lease attached; noting that the affiant "in effect swore that the lease referred to was the lease under which he was claiming." *Id.*

¶ 29 As this court made clear in *Ciochon*, the distinction is between documents that were attached and are therefore incorporated into a sworn affidavit and documents that "were not attached at all to the affidavit or otherwise of record" which would preclude a party from relying on those parts of the affidavit that relied on those documents. *Ciochon*, 184 Ill. App. 3d at 999. There is nothing in this line of cases that suggests that an affidavit like Mr. Dolan's that refers to "the subject" mortgage and promissory note and the payment history, where those documents are attached, is not sufficient.

¶ 30 b. Supreme Court Rule 113

¶ 31 Supreme Court Rule 113, which specifically governs prove-up affidavits, requires "[a]ll plaintiffs seeking a judgment of foreclosure, under section 15-1506 of the Illinois Mortgage Foreclosure Law" to "submit an affidavit in support of the amounts due and owing under the note when they file any motion requesting a judgment of default against a mortgagor or a judgment of foreclosure." Ill. S. Ct. Rule 113(c)(1) (eff. May 1, 2013). The contents of a prove-up affidavit are dictated by Rule 113(c)(2). See Ill. S. Ct. Rule 113(c)(2) (eff. May 1, 2013). Rule 113(c)(4) further instructs that "[t]he affidavit prepared shall, at a minimum, be prepared by utilizing, or substantially adopting the appearance and content of, the form provided in the Article II Forms Appendix." Ill. S. Ct. Rule 113(c)(4) (eff. May 1, 2013).

¶ 32 Although Mr. Dolan's affidavit largely mirrors the form affidavit, the latter includes the following additional statement: "[a] true and accurate copy of the payment history and any other document I reviewed when making this calculation is attached to this affidavit." Ill. S. Ct Rule 113 (eff. May 1, 2017). Mr. Dillard argues that without this language, Mr. Dolan's affidavit does not comply with Rule 133(c).

¶ 33 Supreme Court Rule 113(c)(4), however, requires only that an affidavit "*substantially* adopt[] the appearance and content of" the form affidavit. (Emphasis added.) Mr. Dolan's affidavit meets this requirement. It states that Mr. Dolan reviewed the "subject mortgage, subject promissory note, financial figures, and payment history of the subject loan," and attaches a single version of each of those documents relating to the mortgaged property. Because the attachments are incorporated into the sworn affidavit, the purpose of the missing statement, that the documents themselves are attached and are "true and accurate," is fulfilled. Mr. Dolan's affidavit substantially adopts the form affidavit set out in Supreme Court Rule 113(c).

¶ 34 2. Mr. Dillard's Affidavit

¶ 35 Mr. Dillard next argues that the counteraffidavit he attached in support of his response to U.S. Bank's initial motion for summary judgment, which he filed on May 26, 2016, was uncontroverted and should have been taken as true or, in the alternative, that it raised a genuine issue of material fact. We again disagree.

¶ 36 Affidavits attached in opposition to motions for summary judgment:

> "shall be made on the personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; shall not consist of conclusions but of facts admissible in evidence; and shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto." Ill. S. Ct. R. 191(a) (eff. Jan. 4, 2013).

¶ 37 In his affidavit, Mr. Dillard stated:

> "Part of the reason I was having trouble making my mortgage payments was that Bank of America was overcharging my escrow account and it was showing a negative balance *** I even sent in payments that reflected the correct amount for the escrow payments, but these payments were never posted to my account. Despite these efforts, Bank of America continued to demand much more from me than what was reasonably needed to keep the escrow account fully funded."

¶ 38 Mr. Dillard argues that this "uncontroverted affidavit established that the mortgagee's mismanagement of his escrow account caused the purported default upon which the foreclosure was premised."

¶ 39 U.S. Bank argues that that Mr. Dillard's affidavit was conclusory because it failed to

"identify a single payment he made which was not applied to his account" or "attach cancelled checks or bank statements showing the payments were made but not credited" or otherwise provide any supporting documentation. Rather than address this argument, Mr. Dillard simply reiterates his argument that the affidavit is uncontroverted.

¶ 40 We agree with U.S. Bank that Mr. Dillard's affidavit was conclusory and therefore insufficient to raise a genuine issue of material fact. "Affidavits submitted in opposition to motions for summary judgment must consist of facts admissible in evidence rather than conclusions, and conclusory matters may not be considered in opposition to motions for summary judgment." *Kreczko v. Triangle Package Machinery Co.*, 2016 IL App (1st) 151762, ¶ 31. Here the affidavit contained no details or examples demonstrating how Mr. Dillard's account was mismanaged. As U.S. Bank points out, Mr. Dillard did not attach any bank statements showing payments that were made but not credited nor did he even specify what payments were made. His affidavit simply said that part of the reason he could not make his payments was that the bank overcharged his escrow account and that he sent payments that were never credited to his account. These statements alone are not enough to raise an issue of fact.

¶ 41 Although Mr. Dillard's affidavit states that "[a] true and correct copy of a letter from Bank of America showing that my escrow account was overcharged is attached hereto as Exhibit A," the record contains no such attachment. Since no document is attached to the response that appears in the record, we must assume no document was provided to the trial court. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984) ("[a]ny doubts which may arise from the incompleteness of a record will be resolved against the appellant").

¶ 42 Moreover, even if we were to try to fill the gap in what may be an incomplete record, Mr. Dillard's affidavit would remain insufficient to raise any genuine issue of fact. The only letter

anywhere in the record that might be what Mr. Dillard is referring to is one from Bank of America that is attached to Mr. Dillard's response to U.S. Bank's motion to confirm the sale of the property. Mr. Dillard states in a separate affidavit that this letter showed that his escrow account was overcharged. The letter states that Mr. Dillard paid $21,070.95 into his escrow account from September 2012 to December 2014 and during the same period, $12,398.14 was paid from his escrow account. However, Mr. Dillard has failed to explain why this is evidence of mismanagement or that his escrow account was overcharged. Indeed, attached to Bank of America's letter is a spreadsheet detailing Mr. Dillard's escrow payments and account balance from April 2013 to August 2014. According to the spreadsheet, Mr. Dillard stopped making payments in 2013 and eventually incurred a negative balance, which continued to grow until August 8, 2014, the last date listed. There is nothing indicating this spreadsheet is inaccurate and nothing indicating mismanagement on the part of Bank of America.

¶ 43 Courts have routinely found that affidavits that do not include the facts upon which the affiant relies are conclusory and do not satisfy Rule 191(a). See *Nichols v. City of Chicago Heights*, 2015 IL App (1st) 122994, ¶ 52 ("[a]n affidavit that is conclusory and does not include facts upon which the affiant relies is in violation of Rule 191"); *Steiner Electric Co. v. NuLine Technologies, Inc.*, 364 Ill. App. 3d 876, 881 (2006) (affidavit that "failed to provide any facts or admissible evidence to support *** conclusory statements" did not comply with Rule 191). Mr. Dillard's affidavit, consisting only of conclusory statements, and perhaps a letter that fails to support his claims, was insufficient to raise a genuine issue of material fact. *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 131 (1992).

¶ 44 B. Motion to Reconsider

¶ 45 We also reject Mr. Dillard's argument that the court erred in denying his motion to

reconsider based on the new evidence he presented consisting of his escrow statement that he obtained during his bankruptcy proceeding.

¶ 46 Motions to reconsider based on newly discovered evidence are reviewed for an abuse of discretion. *Horlacher v. Cohen*, 2017 IL App (1st) 162712, ¶ 80. "An abuse of discretion occurs when a trial court's decision is arbitrary, fanciful, unreasonable, or where no reasonable person would adopt the court's view." *Id.* ¶ 81. This is "the most deferential standard of review available with the exception of no review at all." *People v. Coleman*, 183 Ill. 2d 366, 387 (1998).

¶ 47 For a circuit court to grant a motion to reconsider based on newly discovered evidence, "the movant must provide a reasonable explanation for why the evidence was not available at the time of the original hearing." *Stringer v. Packaging Corp. of America*, 351 Ill. App. 3d 1135, 1141 (2004). This is because "[circuit] courts should not permit litigants to stand mute, lose on a motion, and then frantically gather evidentiary material to show that the court erred in its ruling." *Gardner v. Navistar International Transportation Corp.*, 213 Ill. App. 3d 242, 248 (1991). In his motion for reconsideration, Mr. Dillard explained that the escrow statement was not available at the time of the original hearing in this case because, even though he requested an analysis of his escrow account "on many occasions," "that request was never complied with until [he] filed a Chapter 13 Bankruptcy."

¶ 48 Mr. Dillard argues that the statement shows a surplus of $27,646.86 in his escrow account and this demonstrates that U.S. Bank mismanaged his account. The escrow statement, however, clearly states that this is a "projected" balance predicated on a payment of $54,752.40 that Mr. Dillard had not yet made. The escrow statement provides a table of Mr. Dillard's payment history from February 2016 to February 2018, when it shows a negative balance in Mr. Dillard's account. According to the statement, on the date of the judgment of foreclosure, his account had a negative

escrow balance of $22,363.21. Then, next to June 2018 there is a $54,752.40 payment labeled with an "E." The chart clarifies that "[t]he letter E beside an amount indicates that the payment or disbursement *has not yet occurred but is estimated* to occur as shown." (Emphasis added.). This is further supported by the fact that the document was created on May 31, 2018, the month before this projected payment would be made. U.S. Bank argues that the $54,752.40 was a credit to Mr. Dillard's account, under the assumption that U.S. Bank would receive that money through the bankruptcy proceeding Mr. Dillard initiated. However, Mr. Dillard dismissed his bankruptcy case and therefore U.S. Bank did not receive those funds.

¶ 49 Rather than address these problems, Mr. Dillard continues to insist that this document shows he had a surplus in his account and that his account was mismanaged. The escrow statement simply does not show that. Instead of an *actual* positive balance, the escrow statement shows only a contingent surplus based on a *projected* payment that never occurred This projected positive balance was irrelevant to the foreclosure action decided on February 26, 2018.

¶ 50 The record does not reflect why the circuit court denied Mr. Dillard's motion to reconsider. In such cases where the record does not contain a transcript or ruling detailing the circuit court's reasoning, we assume that the circuit court acted in accordance with the law. *Foutch*, 99 Ill. 2d at 391. Accordingly, the circuit court did not abuse its discretion when it denied Mr. Dillard's motion for reconsideration based on a newly discovered document that failed to raise any genuine issue of material fact.

¶ 51 C. Order Approving Sale

¶ 52 Finally, Mr. Dillard argues that the court abused its discretion by entering an order approving the sale of the property, where, in Mr. Dillard's view, justice was not done. Again, we disagree.

¶ 53 Section 15-1508(b) of the Illinois Mortgage Foreclosure Law requires, upon motion, for a circuit court to enter an order confirming the sale of a foreclosed property, "[u]nless the court finds that *** justice was otherwise not done." 735 ILCS 5/15-1508(b)(iv) (West 2014). "A circuit court's decision to confirm or reject a judicial sale under [this section] will not be disturbed absent an abuse of discretion" (*MidFirst Bank v. Riley*, 2018 IL App (1st) 171986, ¶ 37), *i.e.*, a ruling that is "arbitrary, fanciful, or unreasonable, or when no reasonable person would take the same view" (*Palacios v. Mlot*, 2013 IL App (1st) 121416, ¶ 18).

¶ 54 Mr. Dillard's arguments for why justice was not otherwise done are simply restatements of the arguments we rejected above. Because we have already determined that Mr. Dolan's affidavit complies with the applicable statutory requirements, Mr. Dillard's affidavit was conclusory, and the circuit court did not abuse its discretion in denying Mr. Dillard's motion for reconsideration, we find the circuit court did not abuse its discretion in approving the sale. See also *Riley*, 2018 IL App (1st) 171986, ¶ 38 (finding arguments that were rejected as part of the defendant's mortgage foreclosure defense could not be raised again as a reason not to confirm the sale under section 15-1508(b)(iv)).

¶ 55 IV. CONCLUSION

¶ 56 For the reasons stated above, we affirm the judgment of the circuit court.

¶ 57 Affirmed.