2015 IL App (1st) 150001-U

FOURTH DIVISION
December 31, 2015

No. 1-15-0001

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

GLORIA RAY,	)	Appeal from the
	)	Circuit Court of
Defendant-Appellant,	)	Cook County.
	)	
v.	)	13 CH 14699
	)	
TCF NATIONAL BANK,	)	Honorable
	)	Robert E. Senechalle,
Plaintiff-Appellee.	)	Judge Presiding.

JUSTICE HOWSE delivered the judgment of the court.
Presiding Justice McBride and Justice Ellis concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court's order granting summary judgment in favor of plaintiff is affirmed where plaintiff's Illinois Supreme Court Rule 114(b) (eff. May 1, 2013) affidavit was not offered as a supporting affidavit in support of its motion for summary judgment and therefore did not have to meet the requirements of Illinois Supreme Court Rule 191(a) (eff. July 1, 2002). The trial court's orders granting foreclosure and sale to plaintiff and confirming the sale of the foreclosed property are also affirmed where defendant did not offer any support to show that plaintiff was required to do more than offer loan modification with respect to loss mitigation programs and where there was no showing of how justice was not done in confirming the sale of the subject property.

¶ 2 Plaintiff TCF National Bank (TCF) filed a foreclosure action against defendant Gloria Ray and others after they defaulted on a mortgage loan. After Ray filed an appearance and answer in the matter, TCF filed a motion for summary judgment, a loss mitigation affidavit required by Illinois Supreme Court Rule 114(b) (eff. May 1, 2013), a motion for judgment of foreclosure and sale, and a prove-up affidavit of amounts due and owing. Following the trial court's grant of summary judgment in favor of TCF and a judicial sale of the subject property, Ray filed a motion to vacate the judicial sale and the summary judgment order. The trial court denied Ray's motion to vacate and granted TCF's pending motion to confirm the sale. Ray now appeals the trial court's orders granting TCF's motion for summary judgment, granting foreclosure and sale of the subject property to TCF, and confirming the sale of the subject property. For the reasons that follow, we affirm the trial court's rulings.

¶ 3 BACKGROUND

¶ 4 On June 13, 2013, TCF filed a Complaint to Foreclose Mortgage in the circuit court of Cook County against defendants Gloria Ray, Charnyme Bills a/k/a Charnyme L. Bills, West Suburban Neighborhood Preservation Agency, and Unknown Owners and Non-Record Claimants. Ray is the only defendant involved in this appeal. The complaint alleged a default in monthly installment payments owed by defendants on a mortgage loan.

¶ 5 Upon being served, Ray appeared at a case management hearing in the trial court and was given until October 11, 2013 to provide documents to TCF that were necessary for TCF to consider a loan modification. Ray was also given until September 13, 2013 to file an appearance and answer to the complaint.

¶ 6 On July 9, 2013, Ray filed an appearance and an answer to TCF's complaint. In her answer, Ray admitted all the allegations in the complaint except stated that she had insufficient

information to admit or deny the allegations made in paragraphs 3j, 3k, 3n, and 3r. Ray did not set forth any affirmative defenses in her answer or attach any affidavits to her answer.

¶ 7 On October 22, 2013, TCF filed a motion for default, a motion for summary judgment, a judgment of foreclosure and sale that attached an affidavit of amounts due and owing, a motion to appoint selling officer, and a loss mitigation affidavit pursuant to Illinois Supreme Court Rule 114(b) (eff. May 1, 2013). These matters were continued for hearing until March 12, 2014. Of relevance to this appeal, the motion for summary judgment set forth that TCF filed a complaint to foreclose mortgage on June 13, 2013, and Ray filed an answer to that complaint on July 9, 2013. The motion argued that Ray's answer failed to raise a genuine issue of material fact and that TCF was entitled to summary judgment with or without supporting affidavits. The motion for summary judgment further stated:

> "That pursuant to 735 ILCS 5/2-1005(a), Plaintiff does not attach to this Motion an Affidavit in Support of Support of [*sic*] Summary Judgment but rather, Plaintiff hereby incorporates by reference the Affidavit of Amounts Due and Owing submitting herewith as Exhibit 'A' to Plaintiff's Motion for Judgment of Foreclosure and Sale pursuant to Illinois Supreme Court Rule 113(c)."

¶ 8 Ray filed a response to the motion for summary judgment on February 4, 2014. In the response, Ray sought to strike the prove-up affidavit and the loss mitigation affidavit that had been filed with TCF's motion for summary judgment. With respect to the prove-up affidavit, Ray argued that the allegations therein were conclusory and in violation of Illinois Supreme Court Rule 191(a) (eff. July 1, 2002). With respect to the loss mitigation affidavit, Ray argued

that it failed to comply with Supreme Court Rule 114(b) (eff. May 1, 2013) because the affidavit relied on business records that were not attached. TCF filed its reply on February 25, 2014.

¶ 9 On March 12, 2014, the trial court granted TCF's motion for summary judgment and continued TCF's motion for judgment of foreclosure and sale and motion to appoint selling officer to April 10, 2014 so that Ray could submit documents to support her motion for referral to mediation. Ray never submitted any documents in support of her motion for referral to mediation.

¶ 10 On April 10, 2014, the trial court granted TCF's motion for judgment of foreclosure and sale and motion to appoint selling officer.

¶ 11 On July 11, 2014, a judicial sale of the subject property was held. TCF was the highest bidder with a winning bid in the amount of $52,800.

¶ 12 On July 17, 2014, TCF filed its motion for order approving report of sale and distribution, confirming sale, and order of possession. This matter was set to be heard on October 3, 2014.

¶ 13 On September 25, 2014, an attorney filed an appearance to represent Ray, who had been proceeding *pro se* previously.

¶ 14 On September 29, 2014, Ray filed a motion to vacate the judicial sale and judgment of foreclosure. Ray also filed a response to TCF's motion to confirm the sale as well as an affidavit of Ray. In the affidavit, Ray avers that in March of 2014, she hired a realtor who found a short sale buyer to purchase the subject property. The short sale price was $60,000, and the short sale buyer put down $1,000 in earnest money, but TCF denied the sale. There are no documents attached to the affidavit in support of this effort to sell the property. These matters were also set to be heard on October 3, 2014.

¶ 15 On October 3, 2014, the trial court ordered briefing on TCF's motion for order approving report of sale and distribution, confirming sale, and order of possession as well as Ray's motion to vacate the judicial sale and judgment of foreclosure. The hearing on all motions was set for December 5, 2014.

¶ 16 On December 5, 2014, the trial court granted TCF's motion for order approving report of sale and distribution, confirming sale, and order of possession, and denied Ray's motion to vacate the sale and judgment of foreclosure. Ray was given a 75-day stay of possession.

¶ 17 On January 2, 2015, Ray filed a notice of appeal seeking review of the (1) March 12, 2014 order granting TCF's motion for summary judgment, (2) April 10, 2014 judgment of foreclosure and sale, and (3) December 5, 2014 order approving report of sale and distribution, confirming sale, and order of possession.

¶ 18 On January 15, 2015, Ray filed an emergency motion seeking to stay the order approving report of sale and distribution, confirming sale, and order of possession. On February 13, 2015, the trial court granted that emergency motion with certain conditions.

¶ 19 ANALYSIS

¶ 20 Summary Judgment

¶ 21 Ray first argues that the trial court erred in granting TCF's motion for summary judgment because TCF's Illinois Supreme Court Rule 114(b) (eff. May 1, 2013) loss mitigation affidavit that was attached as an exhibit to its motion for summary judgment did not comply with Illinois Supreme Court Rule 191(a) (eff. July 1, 2002). However, because TCF's Rule 114(b) affidavit was not filed in support of TCF's motion for summary judgment and there is no evidence in the record that the trial court judge relied on TCF's Rule 114(b) affidavit in granting summary

judgment, we disagree with Ray and affirm the trial court's grant of summary judgment in favor of TCF.

¶ 22 The Code of Civil Procedure provides the procedure for a motion for summary judgment: "Any time after the opposite party has appeared or after the time within which he or she is required to appear has expired, a plaintiff may move with or without supporting affidavits for a summary judgment in his or her favor for all or any part of the relief sought." 735 ILCS 5/2-1005(a) (West 2012). Summary judgment is proper 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." 735 ILCS 5/2-1005(c) (West 2012). To prevent the entry of summary judgment, an opponent need not prove his case at this preliminary stage, but must present facts sufficient to support the elements of his claim. *Kempes v. Dunlop Tire & Rubber Corp.*, 192 Ill. App. 3d 209, 214 (1989). "[O]ur function is to determine whether the trial court correctly found that no genuine issue of material fact existed and also to determine whether judgment was correctly entered for the moving party as a matter of law." *Zale Construction Co. v. Hoffman*, 145 Ill. App. 3d 235, 241 (1986).

¶ 23 Illinois Supreme Court Rule 114 (eff. May 1, 2013) states:

> "(a) Loss Mitigation. For all actions filed under the Illinois Mortgage Foreclosure Law, and where a mortgagor has appeared or filed an answer or other responsive pleading, Plaintiff must, prior to moving for a judgment of foreclosure, comply with the requirements of any loss mitigation program which applies to the subject mortgage loan.

> (b) Affidavit Prior to or at the Time of Moving for a Judgment of Foreclosure. In order to document the compliance required by paragraph (a) above, Plaintiff, prior to or at the time of moving for a judgment of foreclosure, must file an affidavit specifying: (1) Any type of loss mitigation which applies to the subject mortgage; (2) What steps were taken to offer said type of loss mitigation to the mortgagor(s); and (3) The status of any such loss mitigation efforts." Ill. S. Ct. R. 114(a) & (b) (eff. May 1, 2013).

The Committee Notes to Illinois Supreme Court Rule 114 explain:

> "The context out of which Rule 114 arises is the huge increase in the number of foreclosure cases filed in the Illinois state courts. It is recognized by all members of the Committee that, wherever possible, it is in the best interests of all parties, the courts, and the local communities to avoid a foreclosure sale in favor of a workable loss mitigation alternative. Toward this end, Rule 114 requires the plaintiff to file an affidavit to document compliance with any loss mitigation program applicable to the mortgage loan at issue. The affidavit must be filled out and filed prior to or at the time of moving for a judgment of foreclosure. As such, the intended purpose of the rule is to prevent the entry of a judgment of foreclosure where the plaintiff has theretofore failed to comply with applicable loss mitigation requirements, be they

local, state, or federal. The filing of the affidavit allows the court to review the plaintiff's level of compliance with applicable loss mitigation requirements, and, if necessary, to deny a motion for judgment of foreclosure if said compliance is lacking."

¶ 24 Illinois Supreme Court Rule 191(a) (eff. July 1, 2002) states:

"(a) Requirements**.** Motions for summary judgment under section 2-1005 of the Code of Civil Procedure and motions for involuntary dismissal under section 2-619 of the Code of Civil Procedure must be filed before the last date, if any, set by the trial court for the filing of dispositive motions. Affidavits in support of and in opposition to a motion for summary judgment under section 2-1005 of the Code of Civil Procedure, affidavits submitted in connection with a motion for involuntary dismissal under section 2-619 of the Code of Civil Procedure, and affidavits submitted in connection with a motion to contest jurisdiction over the person, as provided by section 2-301 of the Code of Civil Procedure, 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. If all of the facts to be shown are not

> within the personal knowledge of one person, two or more affidavits shall be used." Ill. S. Ct. R. 191(a) (eff. July 1, 2002).

¶ 25 Here, Ray argues that because TCF's Rule 114(b) affidavit was filed at the same time as its motion for summary judgment, the Rule 114(b) affidavit was filed in support of the motion for summary judgment and, therefore, had to comply with Illinois Supreme Court Rule 191(a) (eff. July 1, 2002) and does not. We disagree.

¶ 26 First, simply because TCF's Rule 114(b) affidavit was filed at the same time as TCF's motion for summary judgment, that does not mean that the Rule 114(b) affidavit was filed in support of the motion for summary judgment. In fact, the motion for summary judgment specifically states that:

> "pursuant to 735 ILCS 5/2-1005(a), Plaintiff does not attach to this Motion an Affidavit in Support of Support of [*sic*] Summary Judgment but rather, Plaintiff hereby incorporates by reference the Affidavit of Amounts Due and Owing submitting herewith as Exhibit 'A' to Plaintiff's Motion for Judgment of Foreclosure and Sale pursuant to Illinois Supreme Court Rule 113(c)."

As such, the record negates Ray's assertion that the Rule 114(b) affidavit was filed in support of TCF's motion for summary judgment.

¶ 27 Further, there is no evidence in the record that the trial court judge relied on the Rule 114(b) affidavit when he granted TCF's motion for summary judgment and, again, the record demonstrates just the opposite. During the December 5, 2014 hearing on Ray's motion to vacate and TCF's motion to confirm the sale, the trial court judge stated: "it's this Court's opinion that affidavits under Supreme Court Rule 114 are not affidavits in support of the motion for summary

judgment as that term is used in Supreme Court Rule 191(a) so that Rule 114 affidavits do not have to be Rule 191(a) compliant in this Court's opinion." We agree with the reasoning of the trial court. As such, because the Rule 114(b) affidavit was not filed in support of the motion for summary judgment, and because there is nothing in the record to indicate that the trial court judge relied on the Rule 114(b) affidavit when he granted TCF's motion for summary judgment, we affirm the trial court's grant of summary judgment in favor of TCF.[1]

¶ 28 Moreover, even if we were to set aside the fact that Ray did not put forth a persuasive argument to challenge the trial court's ruling on summary judgment, based on the record before us, there is nothing to suggest that summary judgment in favor of TCF was improper. In a mortgage foreclosure action, a mortgagee establishes a *prima facie* case for foreclosure with the introduction of the mortgage and note and default, after which the burden of proof shifts to the mortgagor to prove any applicable affirmative defense. *Farm Credit Bank of St. Louis v. Biethman,* 262 Ill. App. 3d 614, 622 (1994). Here, following the filing of the mortgage foreclosure complaint, Ray filed an answer that did not include any affirmative defenses and that admitted all the allegations in the complaint, except four allegations in which Ray responded she did not have sufficient knowledge to admit or deny. These paragraphs all dealt with Ray's default under the mortgage. TCF attached an affidavit of amounts due and owing under the mortgage loan. Ray never filed a counter affidavit to contest the allegations in the affidavit of amounts due and owing, which offered facts of Ray's default on the loan and the amounts currently owed under the loan. As such, the answer filed by Ray alleging she had insufficient knowledge without attaching affidavits in support of her assertions serve as admissions of those

[1] Although TCF offers several other arguments as to why the trial court's ruling on summary judgment was proper, the only argument raised by Ray on appeal with respect to the trial court's ruling on summary judgment was that TCF's Rule 114(b) affidavit did not comply with Illinois Supreme Court Rule 191(a) (eff. July 1, 2002). Because we find that argument lacks merit and because it is the only argument raised by Ray, we affirm the trial court's ruling on summary judgment.

allegations in the complaint, and the uncontested averments in TCF's affidavit of amounts due and owing must be taken as true. See 735 ILCS 5/2-610(b) (West 2012); *Taylor v. City of Beardstown*, 142 Ill. App. 3d 584, 598 (1986) ("in Illinois, where facts contained in an affidavit in support of a motion for summary judgment are not contradicted by a counter-affidavit, then such facts are admitted and must be taken as true.").[2] Accordingly, based on the admissions in Ray's answer to the mortgage foreclosure complaint, along with TCF's uncontested affidavit regarding the amounts due and owing under the mortgage loan, we cannot say that the trial court's ruling granting summary judgment in favor of TCF was improper.

¶ 29 For all the reasons stated above, we affirm the trial court's grant of summary judgment in favor or TCF.

¶ 30 Judgment of Foreclosure

¶ 31 Next Ray argues that the trial court erred when it granted TCF's judgment of foreclosure and sale where (1) TCF's Rule 114(b) affidavit failed to comply with any loss mitigation program applicable to the subject mortgage loan, and (2) plaintiff failed to comply with the loss mitigation review procedures set forth in sections 1024.41(g)(1), (h)(1) of the Code of Federal Regulations. See 12 C.F.R. § 1024.41(g)(1), (h)(1) (eff. Jan 10, 2014). Both parties agree that the arguments put forth by Ray relating to the trial court's grant of the judgment of foreclosure and sale involve the legal sufficiency of affidavits and statutory interpretation—questions of law—which are both reviewed *de novo*. *Davis v. Temple*, 284 Ill. App. 3d 983, 989 (1996) ("Disputed questions of law are reviewed *de novo*.").

[2] Although Ray's response to TCF's motion for summary judgment argued that TCF's affidavit of amounts due and owing was inadmissible, that argument was not sufficient to rebut the allegations made in TCF's affidavit and Ray did not raise this argument on appeal. *Axia Inc. v. I.C. Harbour Construction Co.*, 150 Ill. App. 3d 645, 650 (1986) ("Arguments not raised in the initial brief, however, are [] deemed waived for purposes of review.").

¶ 32 With respect to Ray's first argument that the trial court erred when it granted TCF's judgment of foreclosure and sale where TCF's Rule 114(b) affidavit failed to comply with any loss mitigation program applicable to the mortgage loan, Ray argues that TCF, through its letters to Ray, implied that there were loss mitigation alternatives other than loan modification available to Ray yet loan modification was the only form of mitigation offered (and subsequently denied) to Ray. However, Ray does not provide any authority to support her argument that other alternatives *should* have been offered. According to the Rule 114(b) affidavit, the loan at issue was not federally insured and was not owned or guaranteed by Fannie Mae or Freddie Mac and, therefore, was only eligible for in-house mitigation assistance provided by TCF. There is nothing in Ray's brief to support an argument that TCF, *as part of its in-house mitigation assistance*, was required to offer loss mitigation alternatives beyond loan modification. See Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008) ("The appellant's brief shall contain the following parts in the order named: (7) Argument, which shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on.").

¶ 33 Along the same lines, we also find Ray's argument that the loan at issue here needs to comply with the provisions of the Code of Federal Regulations to be without merit given that the loan was not a federal loan or a federally related loan. Section 1024.41(g)(1) of the Code of Federal Regulations states:

> "(g) Prohibition on foreclosure sale. If a borrower submits a complete loss mitigation application after a servicer has made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process but more than 37 days before a foreclosure sale, a servicer shall not move for foreclosure judgment

> or order of sale, or conduct a foreclosure sale, unless: (1) The servicer has sent the borrower a notice pursuant to paragraph (c)(1)(ii) of this section that the borrower is not eligible for any loss mitigation option and the appeal process in paragraph (h) of this section is not applicable, the borrower has not requested an appeal within the applicable time period for requesting an appeal, or the borrower's appeal has been denied[.]" 12 C.F.R. § 1024.41(g)(1) (West 2014).

¶ 34 Section 1024.41(h)(1) of the Code of Federal Regulations states:

> "(h) Appeal process. (1) Appeal process required for loan modification denials. If a servicer receives a complete loss mitigation application 90 days or more before a foreclosure sale or during the period set forth in paragraph (f) of this section, a servicer shall permit a borrower to appeal the servicer's determination to deny a borrower's loss mitigation application for any trial or permanent loan modification program available to the borrower." 12 C.F.R. § 1024.41(h)(1) (West 2014).

¶ 35 The loan at issue in this appeal, however, is not a federal loan. TCF's Rule 114(b) affidavit states: "Since the subject loan(s) is(are) not federally insured loans and is(are) not owned or guaranteed by Fannie Mae or Freddie Mac, the subject loan(s) is(are) eligible only for in-house mitigation assistance provided by TCF National Bank." Ray, at no time, offers any evidence or argument that the mortgage loan at issue in this case is a federal loan or a federally related loan. As such, the only evidence in the record shows that the loan at issue was not a

federal loan and not a federally related loan. Section 1024.31 of the Code of Federal Regulations defines a "Mortgage loan" under its provisions as: "any federally related mortgage loan, as that term is defined in § 1024.2 subject to the exemptions in § 1024.5(b), but does not include open-end lines of credit (home equity plans)." 12 C.F.R. § 1024.31 (West 2014). Therefore, Ray was only eligible for in-house mitigation assistance provided by TCF.

¶ 36 Moreover, even if Ray could enforce section 1024.41 of the Code of Federal Regulations here, section 1024.41(a) states:

> "(a) Enforcement and limitations. A borrower may enforce the provisions of this section pursuant to section 6(f) of RESPA [Real Estate Settlement Procedures Act] (12 U.S.C. 2605(f)). Nothing in § 1024.41 imposes a duty on a servicer to provide any borrower with any specific loss mitigation option. Nothing in § 1024.41 should be construed to create a right for a borrower to enforce the terms of any agreement between a servicer and the owner or assignee of a mortgage loan, including with respect to the evaluation for, or offer of, any loss mitigation option or to eliminate any such right that may exist pursuant to applicable law." 12 C.F.R. § 1024.41 (West 2014).

Section 2605(f) of RESPA only provides for monetary damages in the amount of actual damages, additional damages and costs and fees associated with obtaining those damages. See 12 U.S.C.A. § 2605(f) (West 2013). Accordingly, not only is the Code of Federal Regulations not applicable here, but the provisions relied upon by Ray do not provide her with the relief she now seeks, which is to reverse the trial court's judgment of foreclosure for failing to make her

aware of and provide her with unidentified alternative loss mitigation programs. Therefore, we affirm the trial court's grant of TCF's judgment of foreclosure and sale.

¶ 37 Confirmation of the Foreclosure Sale

¶ 38 Last, Ray argues that the trial court erred in confirming TCF's foreclosure sale where TCF's conduct prevented Ray from protecting her property interests in violation of 15-1508(b)(iv) of the Code of Civil Procedure (Code) (735 ILCS 5/15-1508(b)(iv) (West 2012)). Section 15-1508(b) of the Code states, in relevant part:

> "(b) Hearing. Upon motion and notice in accordance with court rules applicable to motions generally, which motion shall not be made prior to sale, the court shall conduct a hearing to confirm the sale. Unless the court finds that (i) a notice required in accordance with subsection (c) of Section 15-1507 was not given, (ii) the terms of sale were unconscionable, (iii) the sale was conducted fraudulently, or (iv) *justice was otherwise not done*, the court shall then enter an order confirming the sale." (Emphasis added.) 735 ILCS 5/15-1508(b) (West 2012).

The provisions of section 15-1508 have been construed as conferring on circuit courts broad discretion in approving or disapproving judicial sales. *Household Bank, FSB v. Lewis*, 229 Ill. 2d 173, 178-79 (2008). An interested party seeking to oppose the judicial sale bears the burden of proving that sufficient grounds exist to disapprove of a judicial sale. *Bayview Loan Servicing, LLC v. 2010 Real Estate Foreclosure, LLC*, 2013 IL App (1st) 120711, ¶ 32. A court's decision to confirm or reject a judicial sale under the statute will not be disturbed absent an abuse of that discretion. *Household Bank, FSB*, 229 Ill. 2d at 178-79. An abuse of discretion occurs when the

circuit court's ruling is unreasonable, fanciful or arbitrary, or where no reasonable person would agree with the view of the circuit court. *Blum v. Koster,* 235 Ill. 2d 21, 36 (2009).

¶ 39 Ray argues that the court should not have confirmed the sale because "justice was not otherwise done" (735 ILCS 5/15-1508(b)(iv) (West 2012)), where: (1) TCF's September 20, 2013 letter denying Ray's loan modification was unclear and unfair; (2) Ray attempted to sell the subject property, found a short sale buyer, but TCF denied the sale only to become the purchaser at the foreclosure sale for a lower price; and (3) TCF denied a second request for loan modification after the subject property was sold but the sale was not yet approved. As a result of these actions, Ray argues that "the sale of the property confirmed on December 5, 2014 should be set aside because 'justice was otherwise not done' as a result of plaintiff's unfair conduct, which continuously prevented the borrowers from protecting their interests in the property."

¶ 40 We find that Ray has not carried her burden in showing that justice was not done in this case. With respect to her first argument—that the September 20, 2013 letter was unclear and unfair—there is nothing in the record to show that Ray ever contacted TCF to express that she did not understand the September 20, 2013 letter or to seek clarification of the contents of that letter. In fact, the first time that the issue was raised was September 29, 2014, in her counsel's motion to vacate, more than a year after she received the letter. With respect to her next two arguments—that TCF denied the short sale and denied a second request to modify her loan—there is nothing in the record to suggest that TCF was acting outside its authority in making these denials, and Ray offers no argument or authority to show or suggest how these denials were wrongly imposed. Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2008) ("The appellant's brief shall contain the following parts in the order named: (7) Argument, which shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record

relied on."). Given that the record does not show that Ray sought clarification of her rights and does not show that TCF was wrong in denying the short sale and second request for a loan modification, we cannot say that the trial court's ruling to confirm the sale of the subject property was unreasonable, fanciful or arbitrary, or that no other reasonable person would agree with the view of the trial court. *Blum*, 235 Ill. 2d at 36.[3]

¶ 41 CONCLUSION

¶ 42 For the reasons above, we affirm the trial court's orders: (1) granting summary judgment in favor of TCF, (2) granting judgment of foreclosure and sale to TCF, and (3) confirming the sale of the foreclosed property.

¶ 43 Affirmed.

[3] We note that Ray cites two cases in support of her argument that the trial court erred in confirming the sale because justice was not otherwise done, *Bank of America, N.A. v. Adeyiga*, 2014 IL App (1st) 131252, *reh'g denied* (Apr. 8, 2015), and *Wells Fargo Bank, N.A. v. McCluskey*, 2013 IL 115469. However, beyond providing the citations for these cases and quoting some language from *McCluskey*, Ray does not explain *how* these cases apply here or *how* they support her argument that justice was not done here.