
**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

U.S. BANK TRUST NATIONAL
ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY BUT
SOLELY AS OWNER TRUSTEE FOR
RCF2 ACQUISITION TRUST,

Plaintiff,

v.

DAVID A. NIKSICH; BMO BANK
N.A.; DISCOVER BANK; KNOLLS OF
AMBER GROVE HOMEOWNER'S
ASSOCIATION; UNKNOWN
OWNERS AND NONRECORD
CLAIMANTS,

Defendants.

Case Number: 2024 CH 10398

Calendar 60

Honorable Debra A. Seaton,
Judge Presiding

Property Address:
582 Ivory Lane
Bartlett, IL 60103

MEMORANDUM OPINION AND ORDER

DEBRA A. SEATON, Circuit Judge:

Defendant DAVID A. NIKSICH's ("Niksich") Motion to Strike Portions of Complaint ("Motion to Strike") is before the Court. For the reasons set forth below, Niksich's Motion to Strike is GRANTED in part and DENIED in part.

I. BACKGROUND

Plaintiff U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF2 ACQUISITION TRUST ("U.S. Bank") filed a Complaint to Foreclose Mortgage

(“Complaint”) on November 26, 2024 against David A. Niksich and other named defendants. The mortgaged property is 582 Ivory Lane in Bartlett, Illinois (the “Property”).

Paragraphs 3(O), 3(P), 3(R), and 3(S) of the Complaint are raised pursuant to 735 ILCS 5/15-1504(a)(3) of the Illinois Mortgage Foreclosure Law (“IMFL”). Paragraph 3(O) alleges facts supporting a shortened redemption period. Paragraph 3(P) questions whether the right of redemption has been waived. Paragraph 3(R) alleges facts supporting the appointment of a mortgagee in possession or receiver. Paragraph 3(S) alleges facts that the Plaintiff offered to accept title in satisfaction of the debt. The Request for Relief in subparagraphs (iii), (v), (vi), and (vii) of the Complaint are all qualified by the phrase “if sought.”

On April 17, 2025, Niksich filed a Motion to Strike these portions of the Complaint pursuant to 735 ILCS 5/2-615. Niksich argues that these provisions plead no operative facts. Niksich alleges that these paragraphs of the Complaint contain only legal conclusions and/or reservations of rights. Niksich posits that these portions of the Complaint do not clearly state whether or not certain relief is actually sought.

U.S. Bank’s Response brief filed on June 9, 2025, asserts that the Complaint followed the statutory form complaint provided for by the Illinois legislature in Section 15-1504(a) of the IMFL. U.S. Bank contends that the “if sought” language is contemplated by the statute. The challenged allegations match provisions in the IMFL statutory form.

Niksich cites Section 15-1504(b) of the IMFL in his reply filed on July 16, 2025. He asserts that a foreclosure complaint should contain only those portions of the form complaint appropriate to the relief actually sought. Niksich maintains that the challenged allegations should be omitted since they are not supported by facts.

This Court heard oral argument on August 4, 2025. During argument, U.S. Bank argued that substantial compliance with the IMFL form complaint is required. Omitting these paragraphs could lead to a dismissal. U.S. Bank believes that the “if sought” language is necessary where relief depends on later developments in the case (e.g., vacancy, abandonment, sale results, or bankruptcy). U.S. Bank asserted that all of the allegations are answerable and consistent with the statutory form complaint in Section 15-1504.

Niksich rebutted, arguing that Illinois’ pleading rules require a party to plead what it knows at filing. The “if sought” language is not an allegation. It is a reservation of rights. The challenged provisions are inapplicable in this case and should be omitted.

This Court entered an Order taking the Motion to Strike under advisement for a written ruling. This Court rules as follows.

II. LEGAL STANDARD

Niksich moves to strike portions of the Complaint pursuant to 735 ILCS 5/2-615. A motion to strike under Section 2-615 challenges the legal sufficiency of the pleading alleging that it contains defects on its face. *Kopf v. Kelly*, 2024 IL 127464, ¶63. A Section 2-615 motion admits as true all well-pleaded facts and all

reasonable inferences from those facts. *Id.* It does not admit conclusions of law or factual conclusions unsupported by allegations. *Id.* A motion to dismiss under Section 2-615 requires the Court to construe the pleadings and other supporting documents in the light most favorable for the non-moving party. *Id.*

Illinois is a fact-pleading jurisdiction. *Weiss v. Waterhouse Securities, Inc.*, 208 Ill. 2d 439, 451 (2004). Pleadings must allege sufficient facts necessary to state a legally recognized claim or defense. *Spillyards v. Abboud*, 278 Ill. App. 3d 663, 668 (1st Dist. 1996). Under Section 2-615, allegations that are immaterial, conclusory, or insufficient in law may be stricken. The court can require the pleading to be made more definite and certain. *See McCarthy v. Allstate Ins. Co.*, 76 Ill. App. 3d 320, 324 (1st Dist. 1979).

III. ANALYSIS

The question before this Court is whether U.S. Bank's allegations and requests for relief in its Complaint that contain no supporting facts and are conditioned with the phrase "if sought" are sufficient under Illinois' pleading laws.

Paragraphs 3(O), 3(P), 3(R), and 3(S) of the Complaint reference relief that may be requested at a later time or include language reserving Plaintiff's right to seek such relief.

Paragraph 3(P) states that no waiver of redemption has been executed.

U.S Bank's Complaint's Request for Relief includes subparagraphs qualified by the phrase "if sought."

Niksich's Motion to Strike brought pursuant to 735 ILCS 5/2-615 argues that these portions of the Complaint fail to meet Illinois' fact-pleading standards.

Niksich alleges that these provisions do not give him *proper notice* of the relief being sought. U.S. Bank rests upon its assertion that its Complaint follows the statutory short form complaint set forth in Section 15-1504 of the IMFL. U.S. Bank believes the challenged language is *permitted by that form*. U.S. Bank contends that any dissatisfaction with the statutory form must be addressed to the General Assembly, not to this Court. Niksich points to Section 15-1504(b) itself. The statute expressly requires plaintiffs to include *only those portions of the form that are appropriate for the relief actually sought*.

As a fact-pleading state, Illinois requires plaintiffs to allege sufficient facts to support each part of their claim. The pleading cannot rely on conclusions of law or speculative statements. *People ex rel. Fahner v. Carriage Way West, Inc.*, 88 Ill. 2d 300, 308 (1981); *J. Eck & Sons, Inc. v. Reuben H. Donnelley Corp.*, 213 Ill. App. 3d 510, 515 (1st Dist. 1991).

The Illinois Code of Civil Procedure requires pleadings to contain a plain and concise statement of the cause of action. 735 ILCS 5/2-603(a). Each paragraph must contain, as nearly as possible, separate factual allegations. 735 ILCS 5/2-603(b). Each count in a complaint must request the specific remedies the plaintiff believes it should receive from the court. 735 ILCS 5/2-604.2(a). Any request not supported by sufficient factual allegations may be challenged by motion. 735 ILCS 5/2-604.2(b).

A Section 2-615 motion is required to point out the defects and must specify the relief sought. *Illinois Graphics Co. v. Nickum*, 159 Ill. 2d 469, 485 (1994). The pleadings themselves are the only matters to be considered in ruling on such a motion. *Id.*

Section 15-1504(a) of the IMFL provides that a foreclosure complaint “may be in substantially the following form.” 735 ILCS 5/15-1504(a). The legislature’s use of the word “may” in Section 15-1504(a) confirms that the form complaint is permissive, not mandatory. *See* 735 ILCS 5/15-1105(a) (“The word ‘may’ as used in this Article means permissive and not mandatory.”). Section 15-1504 includes a list of provisions requiring factual allegations. Relevant here are sub-sections (O)–(S). *See* 735 ILCS 5/15-1504(a)(3)(O)–(S). Section 15-1504(b) provides that a foreclosure complaint “need contain only such statements and requests (***) *as may be appropriate for the relief sought.*” 735 ILCS 5/15-1504(b) (emphasis added). The statutory form is merely a template to be tailored to the *specific* facts of the *particular* case.

A foreclosure complaint must give the opposing party notice of the claims and the relief being sought. 735 ILCS 5/2-612(b). It must do so in a way that allows the opposing party to admit or deny the allegations and prepare a defense. 735 ILCS 5/2-612(b); *see, e.g., Eisenbrandt v. Finnegan*, 156 Ill. App. 3d 968 (3d Dist. 1987). The purpose of requiring a specific request for relief “is to inform the defendant of the nature of the claims against him and the extent of damages sought, so that he may prepare to meet the demand or permit a default to be taken against him.” *In re*

Estate of Hoellen, 367 Ill. App. 3d 240, 251 (1st Dist. 2006) (quoting *Rauscher v. Albert*, 145 Ill. App. 3d 40, 43 (1986)).

A Section 2-615 motion should seek to correct the pleading by striking the specified immaterial content and require the pleading to be made more definite and certain in particular respects. *McCarthy*, 76 Ill. App. 3d at 324. This is so even if the complaint contains necessary facts, but they are obscured by irrelevant material or are stated unclearly. *Id.*; *Browning v. Heritage Insurance Company*, 33 Ill. App. 3d 943 (2d Dist.1975). Conditional or general requests for relief do not place an opposing party on notice. The opposing party will be uncertain as to the relief sought.

A. Paragraphs 3(O), 3(P), 3(R), and 3(S)

Several of the challenged paragraphs in U.S. Bank's Complaint track the statutory subsections of 735 ILCS 5/15-1504(a)(3). However, they contain no supporting facts. They either recite a legal conclusion, state that the relief will be determined under the statute, or reserve the right to seek the relief at some later time.

Paragraph 3(O) which tracks Section 15-1504(a)(3)(O) calls for *facts* in support of a redemption period shorter than the statutory default period. This paragraph must contain operative facts when it is included. U.S. Bank's pleading pursuant to this Section includes *no facts*: "The redemption period shall be determined pursuant to 735 ILCS 5/15-1603." This is a legal conclusion. It is *not* a factual allegation. U.S. Bank argues that it cannot know at the time of filing the

facts that would support an abbreviated redemption period. U.S. Bank uses examples such as the timing and location of service (735 ILCS 5/15-1603(b)(2)) and the occupancy status at the time of judgment (735 ILCS 5/15-1603(b)(4)). U.S. Bank asserts that these legal conclusions are consistent with the form complaint.

Section 15-1504(b), however, allows omitting this section entirely when facts are unavailable to support it. This includes any allegation without factual support, which is speculative and non-responsive.

Paragraph 3(O) pleads no facts which Niksich can admit or deny. Accordingly, paragraph 3(O) is STRICKEN from the Complaint.

Paragraph 3(P) corresponds to Subsection 15-1504(a)(3)(P). The statute calls for an affirmative statement as to whether the right of redemption has been waived. Facts must support the allegation of waiver. U.S. Bank alleges that no executed waiver has occurred. This is a factual assertion capable of being admitted or denied. Paragraph 3(P) complies with the statute. Niksich can answer this allegation.

U.S. Bank further states that it "is not precluded from accepting a waiver in the future." This is a reservation of rights rather than an operative fact. As such, this statement is not answerable. It is stricken under Section 15-1504(b). Paragraph 3(P) is STANDS in part and STRICKEN in part.

Paragraph 3(R) corresponds to subsection 15-1504(a)(3)(R). It requires facts supporting the appointment of a mortgagee in possession or a receiver. The identity of the proposed receiver is also required if one is sought. Paragraph 3(R) states only that it "will pray for said relief (***) by separate petition if such relief is sought." No

supporting facts are given, nor is a receiver named. This is a reservation of rights rather than a factual allegation capable of being admitted or denied. The IMFL specifically gives the right to request appointment of a receiver whether or not it is contained within the complaint. 735 ILCS 5/15-1706(a) (“A request that the mortgagee be placed in possession or that a receiver be appointed *may be made by motion, whether or not such request is included in the complaint or other pleading.* Any such request shall be supported by affidavit or other sworn pleading.” (emphasis added)).

U.S. Bank contends that Sections 15-1703 and 15-1704 of the IMFL allow such relief to be requested later by petition. It asserts that including this language is consistent with the statutory form complaint. Section 15-1504(a)(3)(R) specifies that the paragraph is to be included “if sought.” Supporting facts are necessary if this section is used. Paragraph 3(R) contains no facts and does not identify a proposed receiver. Accordingly, Paragraph 3(R) does not satisfy Illinois’ fact-pleading requirements and is STRICKEN from the Complaint.

Paragraph 3(S) attempts to comply with subsection 15-1504(a)(3)(S). This Section requires supporting facts underlying any offer made to the mortgagor to accept title in satisfaction of the debt in lieu of foreclosure. U.S. Bank’s paragraph states “[n]o allegation of an offer is made,” but U.S. Bank is not precluded from making or accepting such an offer *later*. Again, no operative facts are asserted. The paragraph merely functions as a reservation of rights. It is not a factual statement capable of admission or denial. U.S. Bank contends that the language is consistent

with the statutory form complaint and asserts that Section 15-1402(a)(2) permits such language regarding an offer in the complaint or by a later motion. Section 15-1504(a)(3)(S) mandates inclusion only “if sought.” Facts must support its inclusion. Paragraph 3(S) contains no factual allegations supporting an offer. It solely reserves the right to make one later. Illinois’ fact-pleading requirements are not met. Accordingly, Paragraph 3(S) is STRICKEN from the Complaint.

U.S. Bank’s pleading demonstrates its inclusion of inapplicable statutory subsections where no supporting facts exist. Portions of the statutory form complaint leaves out entire statutory provisions not applicable to this case. For example, in paragraph 3(G), U.S. Bank omitted the parenthetical text from the form complaint. It pled ‘Fee Simple.’ This demonstrates its ability to exclude unnecessary language when facts are clear. This same approach should apply to paragraphs 3(O), 3(R), and 3(S). Omission is clearly permitted under Section 15-1504(b) where there are no facts to support their inclusion. If facts ever come to fruition to support these paragraphs, they can be added through amending the Complaint. U.S. Bank chooses to include these sections without any operative facts. Its pleadings are speculative. Niksich as the opposing party cannot respond to them.

“[I]t is well established that a trial court may allow a plaintiff to amend a pleading prior to final judgment where such amendment will not cause undue prejudice to the defendant.” *McDermott v. Metropolitan Sanitary District*, 240 Ill. App. 3d 1, 39 (1st Dist. 1992) (holding that there was no deprivation of procedural due process to a defendant even when the plaintiff was permitted to file an *eighth*

amended complaint shortly before trial began). U.S. Bank can always move to amend the Complaint to add such provisions if these facts become operative and need to be pled.

Illinois courts have long held that when a complaint is “encumbered with unnecessary matter” or when “facts are insufficiently stated,” the proper remedy is to strike the immaterial matter or require a more definite statement. *McCarthy*, 76 Ill. App. 3d at 324.

Paragraphs 3(O), 3(R), and 3(S) contain no operative facts. Nor do they support the relief they reference. Paragraph 3(P), on the other hand, includes a specific factual statement capable of being answered. For these reasons, Niksich’s Motion to Strike is GRANTED with respect to Paragraphs 3(O), 3(R) and 3(S). These Paragraphs are STRICKEN in their entirety from U.S. Bank’s Complaint as being insufficiently pled.

Niksich’s Motion to Strike is DENIED in part and GRANTED in part with respect to paragraph 3(P). To the extent that Paragraph 3(P) alleges that no executed waiver of redemption has occurred that portion will STAND and must be answered. The reservation of rights language in paragraph 3(P) is STRICKEN as non-answerable.

B. “If Sought” Requests for Relief

Several of the challenged requests for relief in U.S. Bank’s complaint use the conditional phrase “if sought.” These referenced remedies are listed in section 15-1504(b): subparagraphs (iii) shortened redemption period, (v) possession, (vi)

mortgagee in possession or receiver, and (vii) attorneys' fees, costs, and expenses. U.S. Bank's argument remains the same that it is substantially complying with the Illinois Mortgage Foreclosure Law. Copying the language of the statutory form complaint is its mode of complaint writing. Inclusion of the "if sought" language properly reserves its right to seek these forms of relief later. It asserts that a determination of whether they are warranted cannot be made until after filing.

The IMFL allows various forms of relief to be requested. *However, they must be sought.* Section 15-1504(b) delineates that a foreclosure complaint "need contain only such statements and requests (***) as may be appropriate for the relief sought." 735 ILCS 5/15-1504(b). The statutory form is not a mandate to include every possible request for relief in every case. Nor is it to be followed *verbatim*. The form is a *template* to be tailored to the facts and relief actually sought. The words "if sought" confirm this in the statute. "If sought" identifies optional relief that can be requested if facts exist in support of the claims.

In *First Midwest Bank v. Cobo*, the Illinois Supreme Court explained Section 15-1504. They found that the Section provides a "sample" complaint and a set of "instructions," not a mandatory script. *First Midwest Bank v. Cobo*, 2018 IL 123038, ¶24. The "if sought" language is meant to guide plaintiffs in identifying what relief they are requesting. It is not intended to be copied and pasted directly into a complaint. Speculative or placeholder allegations and requests should not be included.

The *Cobo* Court explained that when a plaintiff copies the form language directly into its complaint without tailoring it, that language can arguably reflect a request for relief. *First Midwest Bank v. Cobo*, 2018 IL 123038, ¶24. This includes the “if sought” language. The Court in *Cobo* notably *declined* to decide whether the “if sought” language preserves a right to request relief after the sale.

The issue in *Cobo* involved the single refile rule. It did not analyze whether a complaint gave proper notice. The question remains whether a phrase that is too vague to meet Illinois’ pleading standards triggers the filing of a proper cause of action.

In addition to phrases, there is a question involving grammatical symbols in the IMFL statutory form. Placement of a comma before “if sought” in the IMFL form complaint is also significant. The comma sets off a conditional phrase. According to grammar usage, use of a comma indicates that the clause is not essential to the sentence and is contingent upon a factual predicate. *See Merriam-Webster, Essential and Nonessential Clauses*, <https://www.merriam-webster.com/grammar/usage-of-essential-and-nonessential-clauses> (explaining that nonessential clauses are set off by commas to signal their conditional or parenthetical nature).

Such conditional clauses function as instructions in statutory drafting, not as standing authorizations. Hypothetical relief cannot be inserted. The conditional phrase used in the IMFL statutory form indicates that it applies only when the stated condition is actually met. “If sought” operates as a directive that the paragraph should only be included when the relief is requested. That request must

be tied to a corresponding allegation in the count for foreclosure. The language is not an invitation to create placeholder allegations for relief that may or may not be pursued where no facts are pled.

This is counterintuitive to Illinois being a fact pleading jurisdiction. Interpreting “if sought” to cover relief not presently being sought reverses the statute’s intended function. A limiting instruction is turned into a mandate to file speculative claims. Subsection (b) of Section 15-1504 would become meaningless. Statutes must be interpreted so that no part is rendered superfluous or meaningless. *JP Morgan Chase Bank, N.A. v. Earth Foods, Inc.*, 238 Ill. 2d 455, 461 (2010).

Several paragraphs of U.S. Bank’s requests for relief are framed with the conditional phrase “if sought.” This wording clearly does not state a present request for relief. Uncertainty is created about whether the relief is sought now, might be sought later, or will never be sought at all. This Court cannot permit requests for relief to be pled where there are no supporting facts to justify the relief. The pleadings cannot be based on mere conjecture or speculation on what might occur in the future. Subparagraphs (iii) shortened redemption period, (v) possession, (vi) mortgagee in possession or receiver, and (vii) attorneys’ fees, costs, and expenses are all covered by this reasoning.

These issues are non-justicible. They are not yet ripe for adjudication. It can be asserted that U.S. Bank lacks standing to pray for such relief when no facts support the “if sought” language. See *Lebron v. Gottlieb Memorial Hospital*, 237 Ill.

2d 217, 252 (2010) (“The related doctrines of standing and ripeness ‘seek[] to insure that courts decide actual controversies and not abstract questions.’”) *citing People v. \$1,124,905 United States Currency*, 177 Ill. 2d 314, 328 (1997); *see also Wexler v. Wirtz Corp.*, 211 Ill. 2d 18, 23 (2004) (“doctrine of standing is to insure that issues are raised only by those parties with a real interest in the outcome of the controversy”); *see also Weber v. St. Paul Fire & Marine Insurance Co.*, 251 Ill. App. 3d 371, 372-73 (1993) (“whether an action is ‘premature’, that is, not ripe for adjudication, focuses on an evaluation of the fitness of the issue for judicial decision at that point in time”). There must be a concrete and particularized injury in fact, not conjecture. There must be a harm for which the relief sought is sufficient to warrant judicial relief.

U.S. Bank argues that this language *avoids the need to amend*. The language is put in place in case certain facts arise later. This is a misplaced argument based upon the statute itself. Section 15-1504(b) requires a foreclosure complaint to contain only those statements “appropriate for the relief sought” at the time of filing. If the relief is not presently sought, it should not be included.

The Illinois Code of Civil Procedure explicitly allows for amendment of a pleading to add relief when supporting facts arise. *See* 735 ILCS 5/2-616. “[I]t is well established that a trial court may allow a plaintiff to amend a pleading prior to final judgment where such amendment will not cause undue prejudice to the defendant.” *McDermott*, 240 Ill. App. at 39. Tailoring pleadings to what is actually being requested and omitting speculative requests does not forfeit the right to seek them

later. If U.S. Bank has facts that are ripe now, it may request relief. Relief cannot be grounded in the future. Events such as a judicial sale can be met with the proper pleadings when they occur.

U.S. Bank's omission of other portions of the form complaint clearly demonstrates that it understands that the IMFL does not require copying every word of the sample text. Omission of the "if sought" clauses follows the same reasoning. U.S. Bank's repeated use of form language without specific facts or affirmations leave the allegations uncertain and speculative. U.S. Bank is required to affirmatively assert the relief sought.

U.S. Bank proposed during oral argument that including a definitive request for relief without the qualifier "if sought" could expose it to liability under the Fair Debt Collection Practices Act ("FDCPA"). This argument is not included in its written response. U.S. Bank argued that such exposure could come if it prayed for certain relief and then it later decided not to pursue that relief, or was prohibited by law or the outcome of a judicial sale to pursue such relief. While the argument is creative, the FDCPA prohibits false, deceptive, or misleading representations in connection with the collection of any debt. *See* 15 U.S.C. § 1692e. Requests supported by facts and law *at the time of filing* do not become false or misleading if the plaintiff later chooses, or is prohibited by law or the outcome of a judicial sale not to pursue that relief. Surely, that would not lead to exposure under the "FDCPA".

Illinois civil procedure permits a plaintiff to amend its pleadings to reflect changes in the relief sought. 735 ILCS 5/2-616. Absent facts substantiating that the relief was legally unavailable when filed or that it was never intended to be pursued, merely requesting relief and failing to obtain it, does not by itself, violate 15 U.S.C. § 1692e(2)(A) or 15 U.S.C. § 1692e(5).

A court can always deny specific relief sought. Courts are not required to award every form of relief requested. “A court may grant less relief than demanded. Excesses in prayers of relief do not vitiate the complaint.” *Cannell v. Medical & Surgical Clinic, S.C.*, 21 Ill. App. 3d 383, 386 (3rd Dist. 1974) (citing 61 Am. Jur. 2d *Pleading* §§ 122, 123 (1972)).

The clarity requirement in Illinois pleading law mirrors a broader constitutional guarantee. Due process requires that notice be “the best notice that is practicable under the circumstances.” *Currie v. Wisconsin Central, Ltd.*, 2011 IL App (1st) 103095, ¶55. The United States Supreme Court has similarly explained that due process notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Notice of the specific remedies a plaintiff is actively pursuing is included as a component of due process.

Complaints containing vague or contingent language fail to provide defendants with a clear understanding of the potential consequences of the suit. This impairs their ability to defend themselves meaningfully or decide whether to

appear or default, acquiesce or contest. *Id.* Stating that a remedy may be sought at a later time lacks sufficient clarity to do this.

Requests for relief framed with conditional and speculative “if sought” language do not clearly identify what relief is being sought at the time of filing. Such lack of clarity fails to give Niksich proper notice. It prevents Niksich from knowing the scope of the case as well as impairs Niksich’s ability to prepare an appropriate defense.

While *Cobo* recognized that including “if sought” language may be interpreted as a request for relief, the language can be stricken when challenged under Illinois pleading standards. *See Cobo*, 2018 IL 123038, ¶24. Declining to strike the “if sought” language requires this Court to interpret each request as an actual request for relief, rather than a preservation of rights. *See Cobo*, 2018 IL 123038, ¶24.

Niksich’s Motion to Strike is GRANTED. The words “if sought” in subparagraphs (iii), (v), (vi), and (vii) of the Requests for Relief in U.S. Bank’s Complaint are STRICKEN.

C. *Sua Sponte* Striking Entire Requests for Relief

Paragraphs 3(O) and 3(R) contain no operative facts to support the relief they reference. This Court *sua sponte* strikes the corresponding requests for relief for a shortened redemption period and for the appointment of a receiver or mortgagee in possession because they are stricken from the Complaint above.

Section 15-1504 permits plaintiffs to omit these portions entirely when the relief is not presently sought. Such requests must be supported by factual allegations that give the opposing party fair notice of the basis for the relief.

U.S. Bank placed these forms of relief before this Court without alleging any grounds for their consideration. Requests for relief without supporting facts do not enable Niksich to admit or deny the allegation or prepare a defense. This Court is not provided with a factual foundation on which to grant the remedy. The absence of any such facts leaves these requests speculative and legally insufficient at the pleading stage.

The Complaint fails to supply the necessary factual basis for its requests in subparagraphs (iii) for a shortened redemption period and (vi) for mortgagee in possession or appointment of a receiver. These are STRICKEN in their entirety at this time. U.S. Bank is permitted to amend their Complaint to include them when there are supporting facts for these forms of relief. *See* 735 ILCS 5/2-616(a).

IV. CONCLUSION

For the reasons stated above, Niksich's Motion to Strike is GRANTED with respect to paragraphs 3(O), 3(R), and 3(S). Paragraphs 3(O), 3(R), and 3(S) of U.S. Bank's Complaint are STRICKEN in their entirety as insufficiently pled.

Niksich's Motion to Strike is DENIED in part and GRANTED in part with respect to paragraph 3(P). To the extent paragraph 3(P) alleges that no executed waiver of redemption has occurred, that portion will STAND and must be answered.

The reservation of rights language in paragraph 3(P) is STRICKEN as non-answerable.

The motion is also GRANTED with respect to the "if sought" language in the requests for relief in subparagraphs (iii), (v), (vi), and (vii) of the Request for Relief. The "if sought" language in the requests for relief in subparagraphs (iii), (v), (vi), and (vii) of the Request for Relief are STRICKEN.

Requests for Relief (iii) for a shortened redemption period and (vi) for mortgagee in possession or appointment of a receiver are STRICKEN in their entirety *sua sponte*.

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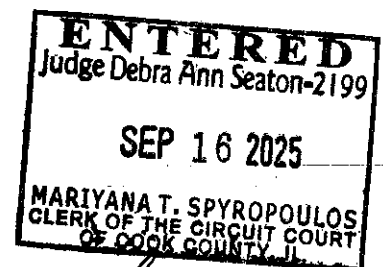
**FOR THE AFOREMENTIONED REASONS, THE COURT HEREBY ORDERS
AS FOLLOWS:**


- (1) The Motion is GRANTED as to Paragraphs 3(O), 3(R), and 3(S). Paragraphs 3(O), 3(R), and 3(S) of the Complaint are STRICKEN in their entirety.
- (2) The Motion is DENIED in part and GRANTED in part with respect to paragraph 3(P). To the extent paragraph 3(P) alleges that no executed waiver of redemption has occurred, that portion will STAND and must be answered. The reservation of rights language in paragraph 3(P) is STRICKEN from the Complaint as non-answerable.
- (3) The Motion is GRANTED as to the conditional "if sought" requests for relief in subparagraphs (iii) (shortened redemption period), (v) (possession), (vi) (mortgagee in possession or appointment of a receiver), and (vii) (attorneys' fees, costs, and expenses). The words "if sought" are STRICKEN from requests for relief subparagraphs (iii), (v), (vi), and (vii) of the Complaint.
- (4) Requests for Relief (iii) for a shortened redemption period and (vi) for mortgagee in possession or appointment of a receiver are STRICKEN in their entirety *sua sponte*.
- (5) Plaintiff shall file an amended complaint that conforms to the Court's ruling in this Memorandum Opinion and Order within 21 days, on or before October 7, 2025.
- (6) Defendants shall answer or otherwise plead to the amended complaint 28 days thereafter, on or before November 4, 2025.

IT IS SO ORDERED.

Date: September 16, 2025

ENTERED:




Honorable Debra A. Seaton
Cook County Circuit Judge

ORDER PREPARED BY THE COURT
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