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

U.S. BANK NATIONAL ASSOCIATION,

Plaintiff,

v.

FARIS ABUSHARIF; HANNA
ABUSHARIF; PAWNEE LEASING
CORPORATION; PNC BANK,
NATIONAL ASSOCIATION; SHADOW
RIDGE ESTATES HOMEOWNERS
ASSOCIATION, INC.; UNITED STATES
OF AMERICA; UNKNOWN OWNERS
AND NON RECORD CLAIMANTS;

Defendants.

Case Number: 2022 CH 07862

Calendar 60

Honorable Debra A. Seaton,
Judge Presiding

Property Address:
101 Forest Edge Drive
Palos Park, IL 60464

MEMORANDUM OPINION AND ORDER

DEBRA A. SEATON, Circuit Judge:

Plaintiff U.S. BANK NATIONAL ASSOCIATION's ("U.S. Bank") Motion for Default Order, Motion to Appoint Selling Officer, Motion for Summary Judgment, Motion to Dismiss Party Defendant and Motion for Judgment of Foreclosure ("Judgment Motions") are before this Court. Defendant FARIS ABUSHARIF's ("Abusharif") Motion to Strike Affidavit of Haley O'Bryan ("Motion to Strike") and Cross-Motion for Summary Judgment are also before this Court. For the reasons listed below, the Cross-Motion for Summary Judgment is DENIED with PREJUDICE, the Motion to Strike the Affidavit is GRANTED, the Haley O'Bryan

Affidavit is STRICKEN in its entirety, and the Judgment Motions are all DENIED without PREJUDICE.

I. BACKGROUND¹

On January 18, 2011, Abusharif and Hanna Abusharif executed a promissory note ("Note") in the amount of \$1,495,000.00. The note was secured by a mortgage ("Mortgage") for the property located at 101 Forest Edge Drive in Palos Park, Illinois ("the Property"). The Note and Mortgage were each signed by Abusharif and Hanna Abusharif.

Abusharif allegedly failed to pay monthly installments owed to U.S. Bank. On October 1, 2019, U.S. Bank allegedly sent Abusharif a letter containing a presuit notice of default and acceleration. The letter informed Abusharif that if the default was not cured on or before October 31, 2019, the mortgage payments would be accelerated. The total outstanding balance of the loan would become payable in full and a foreclosure proceeding would be initiated.

U.S. Bank was required to send Abusharif presuit notice of his various rights and obligations pursuant to contractual conditions precedent set forth in Paragraph 22 of the Mortgage.

On August 11, 2022, U.S. Bank filed its original Complaint against Abusharif to foreclose upon its mortgage interest on the Property. The Original Complaint

¹ The parties' motions are devoid of any comprehensive and cohesive recitation of the facts and procedural posture of this case. This Court through its inherent authority scoured the record on its own to understand the background necessary for this ruling. *Glenview v. Northfield Woods Water & Utilities Co.*, 216 Ill. App. 3d 40, 46 (1st Dist. 1991) ("When ruling on a motion for summary judgment, the trial court must consider the entire record."). The Court gleaned from the filings and court orders in the Court's electronic records database the factual and procedural history for this case.

named Hanna Abusharif; the United States of America; PNC Bank, National Association; Shadow Ridge Estates Homeowners Association, Inc., and Pawnee Leasing Corporation as defendants. The United States of America filed an Appearance and Conditional Waiver on September 27, 2022. U.S. Bank filed its first set of default judgment motions in November of 2022.

On January 13, 2023, Bauch & Michaels, LLC filed an appearance on behalf of Abusharif. The Court entered an order on January 17, 2023 giving Abusharif until February 27, 2023 to file an answer or otherwise plead. Abusharif waived service and the judgment motions were entered and continued generally.

On February 24, 2023, Abusharif filed his Verified Answer to the Original Complaint. U.S. Bank filed updated judgment motions in March of 2023. This Court entered a briefing schedule on those updated motions on May 1, 2023. On May 24, 2023, Abusharif filed his Response to the updated judgment motions. U.S. Bank filed its Reply on June 15, 2023. However, no hearing was held. The court record does not reflect why no hearing took place.²

In April of 2024, U.S. Bank filed yet another set of updated judgment motions. This set of updated motions were withdrawn on May 13, 2024. Following withdrawal, U.S. Bank filed a motion to amend its complaint on May 23, 2024. This Court granted the motion to amend on June 24, 2024. U.S. Bank was given 28 days to file its amended complaint. U.S. Bank filed its Amended Complaint on July 22, 2024 and later filed another set of updated judgment motions. This set of judgment

² The record lacks any information as to why there was no hearing. The Court also cannot discern any justification for the significant lapse of time preceding further action in this matter.

motions were ultimately granted at presentment on September 3, 2024, without briefing.

On November 7, 2024, RAI Law, LLC filed an additional appearance on behalf of Abusharif. RAI Law, LLC also filed a Motion to Reconsider the Judgment. Abusharif then requested leave to file an amended answer, or in the alternative, leave to file a response brief to the judgment motions. This Court entered a briefing schedule on Abusharif's motions on December 2, 2024. U.S. Bank filed its Response to Abusharif's motions on December 23, 2024.

On January 13, 2025, Abusharif filed a Motion for Extension of Time to file his Reply. The Court entered an order on January 15, 2025 striking the hearing on the Motion to Reconsider due to its own scheduling conflict. The hearing was reset for February 6, 2025.

On January 23, 2025, Abusharif filed an emergency motion to stay the sale. The Motion to Stay was premised upon allowing this Court to rule upon the Motion to Reconsider and Motion for Extension of Time before any sale. This Court heard the emergency motion on January 24, 2025 and entered an order staying the sale pending ruling on the Motion to Reconsider. Abusharif's Motion for Extension of Time was also granted. Abusharif was granted until February 1, 2025 to file his reply. All outstanding court dates were stricken. A hearing on the Motion to Reconsider was set for March 10, 2025. The March 10, 2025 hearing did not take place. This Court entered an order on March 11, 2025 resetting the hearing to

March 24, 2025. On March 24, 2025, this Court once again reset the hearing for April 30, 2025.

Abusharif's Motion to Reconsider was granted in part and denied in part at the April 30, 2025 hearing. Abusahrif's request to vacate summary judgment was granted. However, his request to file an amended answer was denied. Filing an amended answer was not proper because his previous Answer was verified. This Court reopened briefing on Plaintiff's Judgment Motions and set a hearing for July 9, 2025.

On May 28, 2025, Abusharif filed his Response to U.S. Bank's Motion for Summary Judgment. A Motion to Strike the Affidavit of Haley O'Bryan and a Cross-Motion for Summary Judgment were also filed. On June 13, 2025, this Court ordered U.S. Bank to file responses to the Motion to Strike the Affidavit and the Cross-Motion for Summary Judgment; as well as to file a reply to its own Motion for Summary Judgment. U.S. Bank's filings were all due by July 10, 2025. Abusharif was further ordered to file a reply to each of his Motions on or before July 31, 2025. The July 9, 2025 hearing was stricken and all motions were set for hearing on August 14, 2025. U.S. Bank filed both of its Responses and its Reply on time. Abusharif also filed both of his Replies on time.

On August 12, 2025, this Court was compelled to issue another order striking the August 14, 2025 due to reasons not related to the Court. The hearing on all motions was reset for September 10, 2025 at 2:30 p.m. in person. This Court entered an order rescheduling the time and format of the hearing to September 10, 2025 to

11:00 a.m. via Zoom. Rescheduling was necessary because the election of the Chief Judge (which this Court had to be in attendance to vote) conflicted with the originally scheduled time. This Court after hearing arguments and reading the respective pleadings entered an order on September 10, 2025 taking all motions under advisement. This Court's ruling follows.

II. LEGAL STANDARD

A. Judgment Motions and Cross-Motion for Summary Judgment

U.S. Bank and Abusharif both move for summary judgment pursuant to 735 ILCS 5/2-1005. Litigants may move for summary judgment where, "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 judgment as a matter of law." 735 ILCS 5/2-1005(c). At summary judgment, "the court does not try issues of fact, but must ascertain if any exist." *Burns v. City of Chicago*, 2016 IL App (1st) 151925, ¶15 (citing *Gilbert v. Sycamore Municipal Hospital*, 156 Ill. 2d 511, 517 (1993)).

Summary judgment is a drastic measure that should only be granted when the moving party's right to judgment is, "clear and free from doubt." *Outboard Marine Corp. v. Liberty Mutual Insurance Co.*, 154 Ill. 2d 90, 102 (1992). Where a reasonable person could draw divergent inferences from undisputed facts, summary judgment should be denied. *Id.* If disputes as to material facts exist or if reasonable minds may differ with respect to the inferences drawn from the evidence, summary

judgment may not be granted. *Associated Underwriters of America Agency, Inc. v. McCarthy*, 356 Ill. App. 3d 1010 (1st Dist. 2005).

When parties file cross-motions for summary judgment, “they agree that only a question of law is involved and invite the court to decide the issues based on the record.” *Pielet v. Pielet*, 2012 IL 112064, ¶28. The filing of cross-motions does not negate the presence of issues of material fact. Such filings do not obligate a court to render summary judgment. *Id.*

B. Motion to Strike the Affidavit

Abusharif moves this Court to strike the Haley O'Bryan Affidavit for non-compliance with Illinois Supreme Court Rules 113 and 191(a). When a court rules on a motion to strike, “only the tainted portions” of the affidavit are stricken. Any portions that comply with Rule 191(a) are saved. *Murphy v. Urso*, 88 Ill. 2d 444, 463 (1981). Strict compliance with Rule 191(a) ensures the Court that it is presented with valid evidentiary facts upon which to make a decision. *Robidoux v. Oliphant*, 201 Ill. 2d 324, 338-39 (2002). “[U]nsupported assertions, opinions, and self-serving or conclusory statements do not comply with Rule 191(a).” *Jones v. Dettro*, 308 Ill. App. 3d 494, 499 (4th Dist. 1999). Rule 191(a)’s plain language requires that all documents supporting an affidavit must be attached. The failure to attach the documents is fatal. *Preze v. Borden Chem., Inc.*, 336 Ill. App. 3d 52, 57 (1st Dist. 2002). “[A]ffidavits in support of (***) a motion for summary judgment (***) shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto.” Ill. S. Ct. R. 191(a).

III. ANALYSIS

Defendant's Cross-Motion for Summary Judgment, Defendant's Motion to Strike Affidavit of Haley O'Bryan and Plaintiff's Judgment Motions are before this Court for its ruling. The issues raised in these motions are interrelated. As such, this Court will address each *issue* individually rather than consider the motions separately.

A. Mailing

This Court must first determine whether notice of default and acceleration was properly sent to Abusharif. Under Paragraph 15 of the Mortgage, notice must be provided to the Borrower. Paragraph 15 states:

All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means.
(Pl.'s Am. Compl., Ex. A, Mortgage, ¶15).

Abusharif alleges in his Response to U.S. Bank's Motion for Summary Judgment that notice was not properly sent in compliance with the Mortgage.

1. *Applicable Law*

Illinois law is irrefutable in defining a mortgage as a contract. See *Abdul-Karin v. First Federal Savings & Loan Association of Champaign*, 101 Ill. 2d 400, 407 (1984) (quoting *Conerty v. Richtsteig*, 279 Ill. 360, 366-67 (1942)). A lender must comply with provisions regarding presuit notice. This is known as conditions precedent in a mortgage contract. These grounds must be fulfilled before filing a foreclosure action. *Cathay Bank v. Accetturo*, 2016 IL App (1st) 152783, ¶¶ 26, 49

(citing *Kingdomware Techs., Inc. v. United States*, 579 U.S. __, __, (2016); *People v. Pomykala*, 203 Ill. 2d 205-6 (2003)). A “condition precedent” is an act that must be performed or an event that must occur before a contract becomes effective or before a party is required to perform. *Accetturo*, 2016 IL App (1st) 152783, ¶32 (citing *Downs v. Rosenthal Collins Group, L.L.C.*, 2011 IL App (1st) 090970, ¶21).

Illinois requires strict compliance with conditions precedent to any contract. Preacceleration notice is included within the conditions precedent requirements. This standard has been held by Illinois for over a century. *See generally International Cement Co. v. Beifeld*, 173 Ill. 179 (1898). Illinois case law is clear that if the lender had not sent an acceleration notice, it is not entitled to foreclose. *Credit Union 1 v. Carrasco*, 2018 IL App (1st) 172535, ¶15 (citing *CitiMortgage, Inc. v. Bukowski*, 2015 IL App (1st) 140780, ¶16).

Courts continue to enforce compliance of express conditions precedent even though their enforcement may produce harsh results. This requirement is aimed at punishing non-compliant parties. *Midwest Builder Distributing, Inc. v. Lord & Essex, Inc.*, 383 Ill. App. 3d 664, 668 (1st Dist. 2007) (citing *Dodson v. Nink*, 72 Ill. App. 3d 59, 64 (2d Dist. 1979) (“It is well established that where a contract contains a condition precedent, the contract does not become enforceable or effective until the condition is performed or the contingency occurs”). Neither party disputes that providing presuit notice is a condition precedent to U.S. Bank’s initiation of a foreclosure action.

In pleading the performance of a condition precedent, compliance with Illinois Supreme Court Rule 133(c) is required. Ill. Sup. Ct. R. 133(c) states:

In pleading the performance of a condition precedent in a contract, it is sufficient to allege generally that the party performed all the conditions on his part; if the allegation be denied, the facts must be alleged in connection with the denial showing wherein there was a failure to perform.

Ill. Sup. Ct. R. 133(c).

Accordingly, U.S. Bank's Amended Complaint and Abusharif's Verified Answer must comply with Illinois Supreme Court Rule 133(c).

Illinois courts make it clear that "a mere general denial of the performance of the conditions precedent of a contract in a party's responsive pleading, without allegations of specific facts, results in a forfeiture of the issue of performance." A denial is "treated as an admission of that performance." *Bank of New York Mellon v. Wojcik*, 2019 IL App (1st) 180845, ¶21; *see Radkiewicz v. Radkiewicz*, 353 Ill. App. 3d 251, 259 (2d Dist. 2004); *see also Tires 'N Tracks, Inc. v. Dominic Fiordiroso Construction Co.*, 331 Ill. App. 3d 87, 94 (2nd Dist. 2002). The requirements of Rule 133(c) affirm this position.

2. Discussion

Section 15-1504 of the Illinois Mortgage Foreclosure Law ("IMFL") prescribes a model form complaint that plaintiffs may use when bringing an action under the IMFL. When a complaint substantially follows the statutory form complaint pursuant to Section 15-1504, the complaint is "deemed and construed" to include certain allegations. *Wells Fargo Bank N.A. v. Bednarz*, 2016 IL App (1st) 152738, ¶8; 735 ILCS 5/15-1504(c). The complaint is deemed and construed to contain an

allegation that “any and all notices of default or election to declare the indebtedness due and payable or other notices required to be given have been duly and properly given.” 735 ILCS 5/15-1504(c)(9). Abusharif does not contest that U.S. Bank’s Amended Complaint substantially complies with Section 15-1504 of the Illinois Mortgage Foreclosure Law (“IMFL”).

Because U.S. Bank’s Amended Complaint follows the statutory short form outlined in 735 ILCS 5/15-1504(a), notice is a deemed and construed allegation in the complaint. Abusharif was required to deny the allegation of sending of the presuit notice with sufficient facts to be in strict compliance with Supreme Court Rule 133(c) in his answer. Abusharif’s Verified Answer does not mention notice at all. The lack of denial with specific facts required by Rule 133(c) is deemed to be a judicial admission of the allegation. *Wells Fargo Bank, N.A. v. Simpson*, 2015 IL App (1st) 142925, ¶44 (citing *Parkway Bank & Trust Co. v. Korzen*, 2013 IL App (1st) 130380).

This Court must interpret Abusharif’s failure to specifically deny that proper notice was sent as a forfeiture of the issue, as well as a judicial admission that proper notice was provided. *Wojcik*, 2019 IL App (1st) 180845, ¶21. This Court must also find that notice was in fact sent as a matter of law. Accordingly, this defense does not defeat U.S. Bank’s foreclosure complaint.

Abusharif next asserts that his mailing defense was preserved by filing his Cross-Motion for Summary Judgment and raising it as an affirmative defense. “A party may assert, without forfeiture concerns, affirmative defenses in a summary

judgment motion, even after failing to file them in an answer.” *Board of Library Trustees v. Board of Library Trustees*, 2015 IL App (1st) 130672, ¶23. Notwithstanding, the defense itself must be an *affirmative defense*.

An affirmative defense “is one in which the defendant gives color to his opponent’s claim but asserts new matter which defeats an apparent right in the plaintiff.” *Bukowski*, 2015 IL App (1st) 140780, ¶16 (quoting *Rapraeger v. Allstate Insurance Co.*, 183 Ill. App. 3d 847, 854 (2nd Dist. 1989)). Abusharif’s assertion that U.S. Bank failed to provide proper notice prior to initiating this foreclosure suit does not constitute a valid affirmative defense. His allegation only challenges U.S. Bank’s satisfaction of a condition precedent to its right to foreclose. *Bukowski* at ¶16. *Bukowski* makes it clear that *issues pertaining to mailing are not valid affirmative defenses*. The issue of mailing does not give color to or raise a new matter that defeats a plaintiff’s claim. *Id.* Therefore, this non-affirmative defense is not preserved in the filing of the Cross-Motion for Summary Judgment. This Court interprets Abusharif’s failure to specifically deny that proper notice was sent as a forfeiture of the issue and a judicial admission that proper notice was provided. *Wojcik*, 2019 IL App (1st) 180845, ¶21.

Abusharif stated during oral argument that he never had an opportunity to object to the mailing affidavit that was attached *for the first time* to U.S. Bank’s Reply in support of its Judgment Motions. Abusharif’s response to the affidavit is not relevant. Abusharif judicially admitted to the sending of the presuit notice by

not denying it in his Verified Answer. This Court must reject the defense of failure to provide proper notice due to Abusharif's forfeiture and judicial admission.

B. Content

This Court now determines whether Abusharif is entitled to judgment with respect to his affirmative defense. Abusharif argues that his *Accetturo* Defense affirmatively defeats U.S. Bank's Amended Complaint as a matter of law. This Court disagrees. The *Accetturo* Defense and this Court's reasoning as to why it does not defeat U.S. Bank's Amended Complaint are explained below.

1. Preliminaries

This Court must determine whether the affirmative defense of failure to comply with conditions precedent to foreclosure brought for the first time in Abusharif's Cross-Motion for Summary Judgment is properly raised. An affirmative defense "must be set out completely in a party's answer to a complaint. Failure to do so results in waiver of the defense." *Hanley v. City of Chicago*, 343 Ill. App. 3d 49 (1st Dist. 2003). An exception to this rule exists "where a defendant raises an affirmative defense for the first time in a motion for summary judgment *and* the plaintiff has ample time before trial to respond to the defense." *Hawkins v. Chicago Commission on Human Relations*, 2020 IL App (1st) 191301, ¶29; *Falcon Funding, LLC v. City of Elgin*, 399 Ill. App. 3d 142, 156 (2nd Dist. 2010). "[A] party may assert, without forfeiture concerns, affirmative defenses in a summary judgment motion, even after failing to file them in an answer." *Board of Library Trustees*, 2015 IL App (1st) 130672, ¶ 23.

U.S. Bank received ample time to respond to the affirmative defense raised in Abusharif's Cross-Motion for Summary Judgment. Abusharif's Cross-Motion for Summary Judgment was filed May 28, 2025. U.S. Bank filed its response to Abusharif's Cross-Motion on July 10, 2025. This Court finds that U.S. Bank had sufficient time to respond to the affirmative defense allowing the affirmative defense to be timely filed and properly raised.

Abusharif alleges that summary judgment is warranted because U.S. Bank failed to strictly comply with its own contractual conditions precedent contained in Paragraph 22 of the Mortgage. Abusharif alleges that the Notice fails to use the required language that appears in the Mortgage. Abusharif asserts that U.S. Bank did not properly apprise him of his rights outlined by the Mortgage and violated the conditions precedent to bring this action. Both parties acknowledge that the Notice was sent, but *its language is not identical* to that of Paragraph 22 of the Mortgage.

This Court finds that there is a *defect within the presuit Notice* sent to Abusharif.

2. *Applicable Law*

This Court analyzes the defect in the presuit Notice sent to Abusharif by U.S. Bank by applying Illinois case law regarding strict compliance with express conditions precedent. The *Accetturo* court in addressing presuit notice requirements noted that dismissal of a foreclosure action is not required for every defect. Only where the defect is substantive in nature or is merely technical but prejudices the borrower is dismissal warranted. *Accetturo*, 2016 IL App (1st) 152783, ¶42.

In *Accetturo*, the Bank sent the defendant five notices of default. *Id.* ¶39. The first three letters failed to incorporate,

(i) information about what must be done to cure the default, (ii) date on which to cure the default, (iii) information stating that failure to cure the default may result in acceleration of the sums secured by the Security Instrument (***), and (iv) information about Accetturo's right to reinstate or assert defenses to the acceleration and foreclosure. *Id.*

The fourth and fifth letters failed to include relevant language from the mortgage, or information regarding acceleration and a time frame to cure the default. *Id.* ¶¶ 40-41.

The *Accetturo* court determined that the characteristics of this defect were sufficient to warrant dismissal. The notice lacked information that was mandated by the mortgage. The *Accetturo* court held that the bank's failure to provide the defendant with a notice containing the specific information mandated by the mortgage prior to acceleration divested the lender of its right to file the foreclosure action. *Id.* ¶¶ 42, 50. A *substantive* defect is one that omits specific information which fails to apprise the borrower of their rights under the mortgage. *Id.* ¶¶ 39-42.

In *U.S. Bank N.A. v. Gold*, 2019 IL App (2d) 180451, the Second District expanded upon these grounds. *Gold* clarified what characterizes a technical defect. The *Gold* court agreed that a presuit notice of acceleration is a condition precedent set by the mortgage. In the event that the notice suffers from a mere technical defect, this "will not automatically warrant a dismissal of a foreclosure action." *Id.* ¶11 (citing *Bank of America, N.A. v. Luca*, 2013 IL App (3d) 120601, ¶15). The *Gold*

court stated that if the mortgagor does not allege that they have suffered prejudice as a result of the defect, dismissal to permit new notice would be “futile.” *Id.* (citing *Aurora Loan Services, LLC v. Pajor*, 2012 IL App (2d) 110899, ¶ 27).

The defendant in *Gold* asserted that he was *misled by the language* of the notice of default he received. The defendant was notified that he “may have the right to bring a court action to assert” defenses. The notice did not inform the defendant of his right to bring defenses in the foreclosure proceeding. *Gold*, 2019 IL App (2d), ¶¶ 11-12. Nor did the defendant in *Gold* allege that he was prejudiced by the language of the notice. The defendant asserted that he was not properly or adequately apprised of his rights as a mortgagor. *Id.* The court in *Gold* determined that the defect was rendered a technicality. Reversal of the trial court’s order was not appropriate because the defendant did not allege or argue that he was prejudiced. The defendant in *Gold* fully availed himself of the ability to assert defenses in the foreclosure proceeding. *Id.* ¶¶ 12-14.³

The *Gold* court relied upon three cases in coming to its conclusion: *Aurora Loan Services, LLC v. Pajor*, 2012 IL App (2d) 110899, ¶27; *Bank of America, N.A. v. Luca*, 2013 IL App (3d) 120601, ¶17; and *Bank of New York Mellon v. Johnson*, 185 So. 3d 594 (Fla. Dist. Ct. App. 2016). The *Gold* court noted in an explanatory parenthetical that the *Johnson* decision is a nonprecedential but *on-point case*

³ This Court further notes that the Florida Fifth District Court of Appeal in *Johnson*, 185 So. 3d at 597, applied Florida’s substantial compliance standard for contractual conditions precedent. See, e.g., *Green Tree Servicing, LLC v. Milam*, 177 So. 3d 7, 13 (Dist. Ct. App. 2015) (“In Florida, a party’s adherence to contractual conditions precedent is evaluated for substantial compliance or substantial performance”). This differs from Illinois’ strict compliance standard for contractual conditions precedent. See *Accetturo*, 2016 IL App (1st) 152783, ¶32 (“When a contract contains an express condition precedent, strict compliance with such a condition is required”).

holding that notice advising mortgagor that she, “may have the right to bring a court action to assert” defenses, but not informing her that she could bring defenses in the foreclosure action, *substantially* complied with the mortgage terms *where the variation caused no actual prejudice to the mortgagor*. *Gold*, 2019 IL App (2d) 180451.

In *Associates Asset Management, LLC v. Cruz*, the Illinois Appellate Court expanded upon this legal standard. The case clarified that a mere “technical defect” does not necessarily warrant dismissal of an action. However, a defect that lacks in substance *does* demand dismissal of the action. *Associates Asset Management, LLC v. Cruz*, 2019 IL App (1st) 182679, ¶35. *Cruz* also relied on *Aurora Loan Services, LLC v. Pajor*, 2012 IL App (2d) 110899. *Pajor* was also cited by the *Accettero* court.

In *Pajor*, the plaintiff sent proper presuit notice in accordance with the conditions precedent. Plaintiff did so prior to being the formal assignee of the mortgage. The *Pajor* court held that since the plaintiff met all of the “substantive requirements” as in *Cruz*, dismissal of the action was not necessary. *Pajor*, 2012 IL App (2d) 110899, ¶27.

The second case cited by the *Cruz* court was *Bank of America, N.A. v. Luca*. In *Luca*, the plaintiff sent proper presuit notice. Notice was addressed to only *one* of the defendant mortgagors and not the other. *Luca*, 2012 IL App (2d) 110899, ¶9. The *Luca* court found this technical defect insufficient to dismiss the entire action.

The court justified its decision upon both defendants having knowledge of the presuit notice. Neither defendant alleged any other deficiencies. *Id.* ¶17.

The *Cruz* court turned to *Accetturo* to determine what constitutes a substantive defect. The *Cruz* court, like *Accetturo*, determined that the defect was substantive in nature. The bank omitted a large portion of necessary and relevant information required under the mortgage contract. This omission failed to satisfy the contractual conditions precedent to default and acceleration. *Cruz*, 2019 IL App (1st) 182678, ¶¶ 39-40. The failure of the bank to provide the contractually required presuit notice to apprise the borrower of their rights divested the bank of its right to file the action. *Id.*

3. *Abusharif's Mortgage*

Paragraph 22 of Abusharif's Mortgage contains an acceleration clause. It obligates U.S. Bank to provide notice to Abusharif prior to accelerating the loan. This Court finds that Paragraph 22 contains express contractual conditions precedent that U.S. Bank had a mandatory duty to satisfy. As in *Accetturo*, this Court likewise finds that Paragraph 22 of the Mortgage (i) is a notice provision with an acceleration clause, (ii) containing specific notice information that the lender has a mandatory duty to provide to the borrower, (iii) imposing a mandatory duty on the lender to provide notice to the borrower prior to acceleration, and (iv) is a condition precedent which must be strictly complied with for a lender to have a right to file a foreclosure action. *Accetturo*, 2016 IL App (1st) 152783, ¶ 49.

The Court now determines whether the Notice U.S. Bank sent to Abusharif satisfied Paragraph 22 of the Mortgage's presuit notice requirement. This Court has already found that the Notice did not mirror the Mortgage's language. This Court must now determine whether this defect substantively failed to provide the information Paragraph 22 requires. If the defect is merely technical rather than substantive, this Court must consider any prejudice (if properly alleged) that accrued to Abusharif. If prejudice is shown, the Notice does not strictly comply with the conditions precedent and U.S. Bank's foreclosure action must be dismissed.

4. Discussion

This Court's analysis of U.S. Bank's presuit Notice begins with a comparison between the language contained in Paragraph 22 of the Mortgage and that which was used in the Notice sent to Abusharif.

Paragraph 22 of the Mortgage provides:

Lender shall give notice to Borrower prior to acceleration following Borrower's *breach* of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the **default**; (b) the action required to **cure the default**; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the **default must be cured**; and (d) that **failure to cure the default** on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. (Pl.'s Am. Compl., Ex. A, Mortgage, ¶22 (emphasis added).)

The language of the Notice sent to Abusharif provides:

This letter will serve as **notice of the breach** of the above-referenced mortgage associated with the above-referenced property for failure to pay the monthly installments due thereunder. **In order to cure this breach** of mortgage, send funds in the amount of \$35,313.99 for

payments and \$958.07 for late charges (***) *Failure to cure the default* on or before 10/31/2019 (thirty (30) days following the date of this letter), may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding, and sale of the property. (Def.'s Cross Mot. Summ. J. Ex. 1 (emphasis added.))

Paragraph 22 of the Mortgage requires that the notice state the *default* and how to cure it. The Notice actually sent asserts a *breach* of mortgage rather than a default and how to cure it. A mortgage, which is defined as a contract under Illinois law, is interpreted to effectuate the parties' intent as expressed in its terms. *Virginia Surety Co., Inc. v. Northern Insurance Co. of New York*, 224 Ill. 2d 550, 556 (2007). "If the contract language is unambiguous, it should be given plain and ordinary meaning." *Id.* This Court looks to the Black's Law Dictionary to ascertain words' plain and ordinary meanings.

Black's Law Dictionary defines a "default" as "[t]he omission or failure to perform a legal or contractual duty; esp., the failure to pay a debt when due." *Default*, Black's Law Dictionary (12th ed. 2024)

A "breach" is defined as, "[a] violation of a law, obligation, or agreement, esp. of an official duty or a legal obligation, whether by neglect, refusal, resistance, or inaction." *Breach*, Black's Law Dictionary (12th ed. 2024). Each word carries a distinct definition. This constitutes sufficient grounds to conclude that the presuit Notice is defective. This Court must ascertain whether this defect is substantive or technical in nature.

This Court finds the defect to be technical in nature. There is no substantive omission of information. The different linguistic meanings of "breach" and "default"

are not enough to conclude that U.S. Bank's notice of intent to accelerate the loan did not provide sufficient notice to Abusharif. The necessary details of the deficiency were provided. A substantive defect arises when the presuit notice fails to provide specific information that a lender is contractually obligated to provide under a borrower's mortgage. *Accetturo*, 2016 IL App (1st), ¶42. U.S. Bank's Notice does not omit any of the specific information that Abusharif was contractually owed under the Mortgage. This Court holds that the defect is technical. The difference in language does not require automatic dismissal.

This Court now looks to see if this technical defect prejudiced Abusharif in any way. Was he affected in his ability to engage in the present lawsuit? A technical defect can only warrant dismissal of an action when a defendant has been prejudiced by the defective notice. *Cruz*, 2019 IL App (1st) 182678, ¶35. Abusharif has not alleged or asserted that he suffered prejudice as a result of this presuit notice defect. Abusharif argues that the failure of U.S. Bank to give him *contractually obligated information is inherently prejudicial*. Abusharif's claim of inherent prejudice is countered by Illinois cases that hold that active engagement in the litigation is *evidence of a lack of prejudice*. See *Cruz*, 2019 IL App (1st) 182678, ¶¶13-14 (holding that when prejudice is neither alleged nor argued and the defendant fully availed themselves of the ability to assert defenses in the lawsuit, the notice defect is rendered a technicality and dismissal is not warranted). Technical defects do not warrant dismissal of a lawsuit without a showing of prejudice. This Court holds that there is no showing in the record that Abusharif

has been prejudiced. Accordingly, the *Accetturo* Defense is not applicable to the defect in this case.

The defect in the Notice provided to Abusharif by U.S. Bank is technical in nature and did not prejudice him. Abusharif's participation in this lawsuit counters his assertion of prejudice. Accordingly, Abusharif's Cross-Motion for Summary Judgment on the *Accetturo* Defense is DENIED and U.S. Bank's Amended Complaint is permitted to stand.

C. Motion to Strike Affidavit Under Rule 113

This Court now addresses the question of whether Haley O'Bryan's affidavit should be stricken for failure to strictly comply with Illinois Supreme Court Rule 113. U.S. Bank asserts that its Affidavit complies with Rule 113 because it attached the payment history that the affiant, Haley O'Bryan, reviewed and relied upon in preparing the Affidavit. U.S. Bank further maintains that Rule 113 does not impose any timing requirement. Rule 113 does not mandate submission of the entire loan history. U.S. Bank asserts that it is sufficient to merely attach the portion of the history the affiant deemed relevant when calculating the amounts due and owing.. This interpretation is flawed textually and functionally.

Courts interpret Illinois Supreme Court Rules by their plain and ordinary meaning. See *Xcel Supply LLC v. Horowitz*, 2018 IL App (1st) 162986, ¶36 ("When interpreting a supreme court rule, [courts] are governed by the same rules that govern statutory interpretation."); *Midwest Sanitary Service v. Sandberg*, 2022 IL 127327, ¶24 ("When interpreting statutory language, [courts] are to give effect to

the plain and ordinary meaning, avoiding absurd, unreasonable, unjust, or inconvenient results. In determining the plain and ordinary meaning of a statute, [courts] must consider the statute in its entirety, the subject addressed, and the apparent intent of the legislature when it enacted the statute. Unless the words are defined within the statute itself, they will be interpreted as taking their ordinary, contemporary, common meaning. Courts may find words' ordinary, contemporary, common meaning by looking at what they meant when the statute was enacted, which is often by referencing dictionaries." (internal citation and quotations omitted)). This Court must determine if "the payment history" under Rule 113 means the payment history in its entirety or what the affiant chose to review and attach.

Rule 113 requires the affiant to identify "the books, records, and/or other documents in addition to the payment history that the affiant reviewed and/or relied upon in drafting the affidavit." Ill. Sup. Ct. R. 113(c)(2)(ii). If "the defendant(s) filed an appearance or responsive pleading to the complaint for foreclosure," then "[t]he payment history must be attached to the affidavit." *Id.*

Abusharif filed his Verified Answer triggering the mandatory language of Rule 113 that the "payment history" must be attached. U.S. Bank's claim that the phrase "the payment history that the affiant reviewed and/or relied upon" establishes that the attachment requirement was satisfied and is legally incorrect. This Court notes that there is no qualifying language used in the sentence requiring the affiant to attach "the payment history" in Rule 113.

This Court cannot depart from plain statutory language by reading into the statute exceptions, limitations, or conditions that conflict with the clearly expressed legislative intent. *In re Marriage of Goesel*, 2017 IL 122046, ¶13. That is improper judicial interpretation. Compliance with Rule 113(c)(2)(ii) requires the production of a complete payment history, not a selective or partial one. A full history is essential for meaningful judicial review of the alleged default and the amounts claimed due. Due process requires no less. This is especially true where Abusharif has filed an appearance and answer in this case.⁴ This Court holds that Rule 113's language does not indicate that a partial payment history is sufficient. U.S. Bank is required to prove that a default has occurred. *PNC Bank, National Association v. Zubel*, 2014 IL App (1st) 130976, ¶18. The only way to do so is by looking at the loan's *entire* history.

U.S. Bank's reliance on *U.S. Bank, NA v. Avdic*, 2014 IL App (1st) 121759, is misplaced. *Avdic* did not address or interpret the attachment requirement under Rule 113(c)(2)(ii). The Appellate Court held in *U.S. Bank, N.A. v. Avdic* that the affidavit in that case was supported by *some* amount of attached payment histories. This satisfied Illinois Supreme Court Rule 191 by providing sufficient factual detail based on the affiant's personal knowledge and review of business records. 2014 IL App (1st) 121759, ¶¶ 26-27. The *Avdic* court further found that the payment histories were admissible as business records under Rule 236. They were made in the regular course of business and were trustworthy without requiring the affiant to have personally made the entries. *Id.* ¶¶ 29-30.

⁴ Due process is further discussed below.

The *Audic* court did *not* address whether a complete payment history needed to be attached to comply with Rule 113(c)(2)(ii). Recent decisions such as *Deutsche Bank National Trust Co. v. Barrera*, 2020 IL App (3d) 180419 and this Court's own rulings in *MTGLQ Investors, L.P. v. Ekwueme*, No. 2023-CH-04428 (Ill. Cir. Ct. Cook County, Mar. 6, 2025) and *BMO Bank, N.A. v. Giambri*, No. 2022-CH-03362 (Ill. Cir. Ct. Cook County, July 24, 2025)—*emphasize the necessity of a full payment history for compliance with both Rule 113 and summary judgment standards*. U.S. Bank's reliance on *Audic* to support a contrary rule overextends the scope of that decision.

Assuming *arguendo* that this Court were to accept U.S. Bank's interpretation, the record still compels a finding that the Haley O'Bryan Affidavit is defective. The Affidavit *omits several years of relevant payment information, including the payment history at the time of the alleged default*. These omissions render it impossible for this Court or Abusharif to determine whether:

1. The borrower was current before default;
2. Payments made were correctly credited;
3. The alleged default occurred as claimed; and
4. The total amount alleged due and owing is properly calculated.

In *Barrera*, the court affirmed the trial court's denial of foreclosure judgment where the plaintiff's Rule 113 affidavit failed to account for *all* payments made during the life of the loan and *could not verify when default occurred*. 2020 IL App (3d) 180419, ¶15. The *Barrera* court emphasized that without a full payment

history, the lender could not meet its burden to prove the borrower was in default. *Id.* ¶21.

U.S. Bank has failed in the same way. The attached payment history begins over a *decade* after the origination of the loan and omits crucial entries. The missing period creates evidentiary uncertainty. Missing payment history violates the purpose of Rule 113. Rule 113 requires a factually documented foundation for the entry of a judgment of foreclosure. Evidentiary uncertainty demonstrates a level of doubt that prohibits the entry of summary judgment in favor of U.S. Bank. “Summary judgment is a drastic measure and should only be granted if the movant’s right to judgment is clear and free from doubt.” *Outboard Marine Corp.*, 154 Ill. 2d at 102

A foreclosure complaint brought under the Illinois Mortgage Foreclosure Law (IMFL) is expressly deemed to request that “an accounting may be taken under the direction of the court of the amounts due and owing to the plaintiff.” 735 ILCS 5/15-1504(e)(1). This statutory requirement reinforces the necessity of attaching a complete payment history. A complete payment history is not a procedural formality. It is substantive evidence used to evaluate the existence of a default and the amounts allegedly owed.

Allowing judgment to be awarded to U.S. Bank based upon an incomplete or selectively excerpted payment history violates Abusharif’s right to due process. The fundamental requirement of due process is the opportunity to be heard. *Grannis v. Ordean*, 234 U.S. 385, 394 (1914); *Mullane v. Central Hanover Bank & Trust Co.*,

339 U.S. 306, 314-15 (1950) (“This right to be heard has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest. (***) An elementary and fundamental requirement of due process in any proceeding (***) [is] to apprise interested parties of the pendency of the action and to afford them an opportunity to present their objections.” (internal citations omitted)). “[A] mere gesture is not due process.” *Id.* The notice must be reasonably certain to inform those affected. *Id.* Without access to a complete record of loan payments, Abusharif is deprived of a fair opportunity to challenge the alleged default or verify the amounts claimed to be due and owing. Such evidentiary omissions undermine the adversarial process and erode the procedural fairness that due process demands in foreclosure proceedings.

D. Motion to Strike Affidavit Under Rule 191

This Court must decide whether Haley O'Bryan's affidavit must also be stricken for failure to strictly comply with Illinois Supreme Court Rule 191. This Court notes that a plaintiff does not necessarily need a supporting affidavit to move for summary judgment. 735 ILCS 5/2-1005(a). However, U.S. Bank's Motion for Summary Judgment attaches the Affidavit of Haley O'Bryan in support of its judgment motions.

Illinois Supreme Court Rule 191(a) mandates that affidavits submitted in support of summary judgment “shall have attached thereto sworn or certified copies of all documents upon which the affiant relies.” Ill. Sup. Ct. R. 191(a). Affidavits “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. Sup. Ct. R. 191(a). These requirements are not technical formalities. They are core components of the evidentiary framework for summary judgment proceedings. Summary judgment is a drastic remedy and must only be granted when the movant’s evidence eliminates all genuine issues of material fact entitling that party to a judgment as a matter of law. *Robidoux*, 201 Ill. 2d at 335, 349. Illinois courts have consistently held that summary judgment should only be granted when the movant’s right to judgment is clear and free from doubt. *Lopez-Arana v. Brian Props., Inc.*, 2024 IL App (1st) 231652. The Illinois Supreme Court has held that “strict compliance” with Rule 191 is required “to insure [sic] that trial judges are presented with valid evidentiary facts upon which to base a decision.” *Robidoux v. Oliphant*, 201 Ill. 2d 324, 336 (2002). “The plain language of Rule 191(a) requires that documents supporting an affidavit must be attached. The failure to attach the documents is fatal.” *Preze v. Borden Chemical, Inc.*, 336 Ill. App. 3d 52, 57 (1st Dist. 2002) *citing Robidoux*, 201 Ill. 2d at 339-40.

The Haley O’Bryan Affidavit references documents used to calculate the amounts due and owing. References include transaction records, data compilations, and account histories. However, the Affidavit fails to identify or attach many of them. The affidavit does not:

1. Provide a certified complete payment history; nor
2. Identify the specific documents relied upon in reaching the total sum due.

These omissions are fatal under Rule 191(a). The rule requires that sworn or certified copies of all documents upon which the affiant relies shall be attached to the affidavit. Ill. Sup. Ct. R. 191(a). Courts have repeatedly held that an affidavit referencing such records—but failing to attach such records—cannot be considered competent evidence. *See Selby v. O'Dea*, 2020 IL App (1st) 181951, ¶15. Affidavits that fail to meet these requirements or contain unsupported assertions, opinions, or conclusory statements are insufficient and must be stricken. *First American Bank v. Poplar Creek, LLC*, 2020 IL App (1st) 192450, ¶24.

This Court's utilization of unsupported affidavits risks depriving Abusharif of property without due process of law. This is a risk that this Court is not willing to take. The “fundamental requirement of due process is the opportunity to be heard (***) at a meaningful time and in a meaningful manner.” *Armstrong v. Manzo*, 380 U.S. 545, 552 (1965). Courts must demand strict compliance with Rule 191(a) to ensure fairness and procedural integrity in foreclosure cases. Consequences in these cases include the potential loss of a home. The evidentiary bar *must* remain high and insist upon compliance with the Illinois Supreme Court Rules.

Haley O'Bryan's personal knowledge as it relates to U.S. Bank's business operations is not questioned by this Court. This Court questions the conclusory statements *made without proper evidentiary support and identification of the documents relied upon* by Haley O'Bryan in her assessment of the loan's history. Personal knowledge alone is not sufficient to satisfy the competency requirement under Rule 191. Haley O'Bryan's assertions are wholly unsupported based upon the

cursory documents submitted with her Affidavit. O'Bryan cannot accurately attest to the amounts due and owing. Statements that the loan has gone into default, payments were missed, or to accurately calculate the amounts due require reliance on documents notably absent from the affidavit. The missing documentation from her Affidavit makes her statements merely conclusory. Rule 191. Ill S. Ct. R. 191. This Court cannot be left to draw conclusions. O'Bryan is incompetent to testify to the alleged amounts due and owing if called as a witness. O'Bryan failed to provide supporting evidentiary documents. Such documents are the requisite foundation for her statements. This defect is fatal to U.S. Bank's affidavit. *Preze*, 336 Ill. App. 3d at 57.

This Court cannot conclude or make inferences based on the record that a default has occurred. This is similar to the standard held to O'Bryan in her affidavit. She cannot make conclusory statements in her affidavit without supporting documents. This Court can only consider what exists within the Affidavit itself. The Affidavit and its attachments omit over a decade's worth of loan information from the submitted "loan history." What else lies within the rest of the record is "utterly irrelevant" for the purposes of analyzing this Affidavit. *Lucasey v. Plattner*, 2015 IL App (4th) 140512, ¶21. U.S. Bank has not provided sufficient evidentiary proofs to demonstrate that it is entitled to judgment as a matter of law.

U.S. Bank's Response to the Motion to Strike the Affidavit contains a misstatement of Illinois law. U.S. Bank states that it is merely "substantially" required to follow Rule 113. The Illinois Supreme Court instructs that its rules "are

not mere suggestions. They have the force of law. The presumption is that they will be obeyed and enforced as written. *Harwell v. Fireman's Fund Insurance Co.*, 2016 IL App (1st) 152036, ¶12.

This is a distortion of the meaning of “substantial” as it relates to Rules 113 and 191. If “substantial” is merely in regards to flexibility in following the structure of the form affidavit the word is reduced to a nullity. Ill. S. Ct. R. 113(c)(4) (“The 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.”) The term “substantial” does not permit U.S. Bank to disregard the requirements for prove-up affidavits as outlined within Rule 113 itself. Rule 191 does not permit U.S. Bank to substantially comply either. Rule 191 requires attaching *all documents* relied upon in order for the affiant to competently testify thereto.

Illinois is a *strict* compliance state. *Clemons v. Nissan North Am., Inc.*, 2013 IL App (4th) 120943, ¶36 (“Strict compliance with Rule 191(a) is *required* to ensure the trial court is presented with valid evidentiary facts on which to base a decision.” (emphasis added)); *Robidoux*, 201 Ill. 2d 324, 335-36 (holding that because an affidavit submitted in the summary judgment context serves as a substitute for trial testimony, strict compliance with Rule 191(a) is required to ensure that the circuit court is presented with valid evidentiary facts on which to base its ruling.)

This Court strikes the Haley O'Bryan Affidavit in its entirety for failure to strictly comply with Illinois Supreme Court Rules 113 and 191. Its numerous defects thoroughly taint the Affidavit as a whole. Accordingly, the Haley O'Bryan Affidavit is STRICKEN in its entirety.

E. Plaintiff's Judgment Motions

This Court has stricken the Haley O'Bryan Affidavit from the record. This Court now analyzes U.S. Bank's Judgment Motions without the Affidavit. U.S. Bank asserts that it is entitled to judgment as a matter of law and that no genuine issue of material fact exists. This Court disagrees. U.S. Bank's Judgment Motions are denied without prejudice for the following reasons.

This Court's striking of the Haley O'Bryan Affidavit for noncompliance with Illinois Supreme Court Rules 113 and 191 is dispositive. U.S. Bank has failed to produce *any* evidence supporting judgment in its favor. While a plaintiff need not prove the merits of the case at summary judgment, it is commonly understood that *some* evidence in support of the motion must be presented. *Calhoun v. Belt Ry. Co.*, 314 Ill. App. 3d 513, 517 (1st Dist. 2000). U.S. Bank's Judgment Motions, without the Haley O'Bryan Affidavit or other evidence to prove up the alleged amounts due and owing, cannot establish the requisite liability and damages required to obtain such relief.

U.S. Bank's Motion for Summary Judgment and Motion for Judgment of Foreclosure lack the evidentiary support required by Rules 113 and 191(a). They lack support to substantiate any of its claims as a matter of law.

U.S. Bank's Judgment Motions are all DENIED without PREJUDICE.

IV. CONCLUSION

Defendant's Cross-Motion for Summary Judgment is DENIED with PREJUDICE. The Haley O'Bryan Affidavit is STRICKEN in its entirety for failure to comply with Illinois Supreme Court Rules 113 and 191. Plaintiff's Judgment Motions are DENIED without PREJUDICE.

THIS COURT ORDERS AS FOLLOWS:

- (1) Abusharif's Cross-Motion for Summary Judgment is DENIED with PREJUDICE;
- (2) Abusharif's Motion to Strike the Haley O'Bryan Affidavit is GRANTED;
- (3) The Haley O'Bryan Affidavit is STRICKEN in its entirety;
- (4) U.S. Bank's Judgment Motions are all DENIED without PREJUDICE;
- (5) U.S. Bank shall file its final updated Judgment Motions with an updated affidavit of amounts due and owing that conforms with this Court's ruling in this Opinion on or before December 15, 2025;
- (6) U.S. Bank shall notice up and present its final updated Judgment Motions pursuant to (5) above on December 18, 2025, at 2:30 PM via Zoom at the below listed Zoom Information; and
- (7) U.S. Bank shall send courtesy copies of its final updated Judgment Motions to the Court's email address listed below *immediately* upon filing in strict compliance with the Court's Standing Order (except for the 10 business day courtesy copy rule).

Zoom Information:

Meeting ID: 810 2556 7672

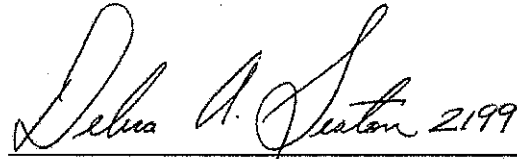
Passcode: 021601

Call-In: (312) 626-6799

IT IS SO ORDERED.

Date: November 14, 2025

ENTERED:



Honorable Debra A. Seaton
Cook County Circuit Judge

ORDER PREPARED BY THE COURT
ccc.mfmlcalendar60@cookcountyil.gov
(312) 603-3894

