

Nos. 1-14-2959 and 1-14-2960, consolidated

**NOTICE:** This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

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IN THE  
APPELLATE COURT OF ILLINOIS  
FIRST JUDICIAL DISTRICT

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URBAN PARTNERSHIP BANK, as Successor in Interest	)	Appeal from the
to Shorebank,	)	Circuit Court of
	)	Cook County.
Plaintiff-Appellee,	)	
	)	
v.	)	
	)	
ANTHONY GEORGE,	)	
	)	
Defendant-Appellant	)	
	)	
(Latrice George, Ecclesiastical Trustee, Azlan Dameer; The	)	
City of Chicago; The United States of America; and Unknown	)	
Owners and Non-record Claimants,	)	
	)	
Defendants).	)	
<hr/>	)	Nos. 11 CH 41855
	)	11 CH 42093
URBAN PARTNERSHIP BANK, as Successor in Interest	)	
to Shorebank,	)	
	)	
Plaintiff-Appellee,	)	
	)	
v.	)	
	)	
ANTHONY GEORGE,	)	
	)	
Defendant-Appellant	)	
	)	
(Latrice George, Ecclesiastical Trustee, Azlan Dameer; The City	)	
of Chicago; and Unknown Owners and Non-record Claimants,	)	Honorable
	)	Alfred M. Swanson,
Defendants).	)	Judge Presiding.

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

### O R D E R

¶ 1 *Held:* We affirmed the judgments of the circuit court in these consolidated foreclosure actions, after rejecting appellant's argument that the circuit court lacked subject-matter jurisdiction due to the purported lack of a constitutionally required enacting clause in three statutory provisions relied upon by appellee.

¶ 2 These consolidated appeals involve two foreclosure suits filed by plaintiff-appellee, Urban Partnership Bank, as successor in interest to Shore Bank. In each suit, defendant-appellant, Anthony George was named a defendant as a mortgagor. Ultimately, the actions resulted in the judicial sales of the foreclosed properties and the approval of the sales by the circuit court. Anthony has appealed, arguing that because the suits were based upon statutory provisions that lacked a constitutionally required enacting clause, the circuit court lacked subject-matter jurisdiction. We affirm.

¶ 3 Plaintiff filed a two-count complaint on December 7, 2011 (11 CH 41855), bringing a claim to foreclose its mortgage on the property located at 2664 East 93rd Street in Chicago (93rd Street property) against defendants, Anthony, Latrice George, and others (count I), and alleging a breach of a promissory note against Anthony (count II). Plaintiff's suit was based on a mortgage executed by Anthony and Latrice and a note executed by Anthony on October 8, 2008. The original loan amount was \$130,000. At the time of suit, the unpaid principal was \$126,987.66. Count I of the complaint was brought pursuant to the Illinois Mortgage Foreclosure Law (Foreclosure Law) (735 ILCS 5/15-1101 *et seq.* (West 2010)), and its allegations were in accord with section 15-1504(a) of that law (735 ILCS 5/15-1504(a) (West 2010)); see also, *US Bank, National Ass'n v. Avdic*, 2014 IL App (1st) 121759, ¶ 35 ("A foreclosure complaint is deemed sufficient if it contains the statements and requests called for by the form set forth in section 15–

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1504(a) of the Mortgage Foreclosure Law [Citation.].' " (quoting *Standard Bank & Trust Co. v. Madonia*, 2011 IL App (1st) 103516, ¶ 20)).

¶ 4 Plaintiff then filed a similar two-count complaint on December 8, 2011 (11 CH 42093), containing a claim seeking foreclosure of its mortgage on the property located at 7820 South Sangamon Street in Chicago (Sangamon Street property) against defendants Anthony and others (count I), and a claim seeking to recover against Anthony on a promissory note (count II). The mortgage and note, as to the Sangamon Street property, were executed by Anthony on January 29, 2009. The amount of the original loan was \$138,400 and, at the time of suit, the unpaid principal was \$136,261.88. Count I of this suit was brought pursuant to the Foreclosure Law and its allegations were in accord with section 15-1504(a). 735 ILCS 5/15-1504(a) (West 2010).

¶ 5 Anthony filed an appearance and a verified answer and affirmative defenses in each case. Anthony's affirmative defenses, as relevant to this appeal, included his assertions that the Foreclosure Law did not include an enacting clause as required by the Illinois Constitution (Ill. Const. 1970, art. IV, § 8(a)), and, therefore, the law was invalid and the circuit court lacked subject-matter jurisdiction. On February 24, 2014, plaintiff filed motions to strike and dismiss Anthony's affirmative defenses pursuant to section 2-615 of the Code of Civil Procedure (Code). 735 ILCS 5/2-615 (West 2014). Plaintiff's motions were granted on April 29, 2014, and all of Anthony's affirmative defenses in the two suits were dismissed with prejudice.

¶ 6 On March 5, 2014, plaintiff filed a motion for summary judgment in each suit. Plaintiff attached to each of its motions an affidavit establishing that plaintiff had standing to bring the suit and Anthony had defaulted on his payments, and setting forth the outstanding amount due under the mortgage and note. On June 17, 2014, the circuit court granted both summary judgment and a judgment of foreclosure and sale in favor of plaintiff in each case.

¶ 7 Pursuant to the judgments of foreclosure and sale, the 93rd Street property and the Sangamon Street property (collectively, the properties) were sold at judicial sales on August 4, 2014. Plaintiff was the successful bidder for the properties at the sales. Plaintiff filed its motions for orders confirming and approving the reports of sales and for orders of immediate possession on August 11, 2014. On August 28, 2014, the circuit court granted the motions and confirmed the judicial sales of the properties.

¶ 8 Anthony filed a timely notice of appeal in each case and is the sole defendant pursuing these appeals. On February 11, 2015, this court, on its own motion, consolidated the appeals and, at the same time, Anthony was allowed to file his initial briefs *instanter*.

¶ 9 On appeal, Anthony asks that, in each case, we reverse the orders granting plaintiff summary judgment and entering the judgment of foreclosure and sale and vacate the order approving the sale. As we can best discern from Anthony's *pro se* briefs, his argument may be broken down as follows. In pursuing these suits below, plaintiff cited to the Illinois Compiled Statutes (ILCS) when referring to various relevant statutory provisions. However, Anthony's review of the Illinois General Assembly website and a Wikipedia article revealed that the ILCS is not an "official or authoritative source" of Illinois statutory law. Further, the ILCS does not include enacting clauses for the statutes cited by plaintiff, making those statutes invalid. See Ill. Const. 1970, art. IV, § 8(a) ("The enacting clause of the laws of this State shall be: 'Be it enacted by the People of the State of Illinois, represented in the General Assembly.' "). According to Anthony, the circuit court therefore lacked subject-matter jurisdiction to hear the instant foreclosure cases, as the plaintiff's suits were based on invalid laws. Anthony raises no other argument on appeal in support of his requests to vacate or reverse the circuit court orders referenced in his notices of appeal.

¶ 10 In the circuit court, Anthony raised claims as to the invalidity of the Foreclosure Law in his affirmative defenses to the foreclosure actions. The circuit court, however, struck the affirmative defenses with prejudice, pursuant to plaintiff's section 2-615 motions to strike. Plaintiff argues that Anthony has forfeited any argument based upon an affirmative defense, because his notices of appeal failed to reference the orders of April 29, 2014, which granted plaintiff's motions to strike. We reject this argument for two reasons.

¶ 11 First, we note that a proper notice of appeal is the jurisdictional step which commences appellate review and, without a complete notice, we must dismiss the appeal for lack of jurisdiction. *General Motors Corp. v. Pappas*, 242 Ill. 2d 163, 176 (2011). Illinois Supreme Court Rule 303(b)(2) requires that the notice of appeal specify the judgment, part of a judgment, or other orders appealed from, and the relief sought from the reviewing court. Ill. S. Ct. R. 303(b)(2) (eff. June 4, 2008). "A notice of appeal confers jurisdiction on a court of review to consider only the judgments or parts of judgments specified in the notice of appeal." *General Motors Corp.*, 242 Ill. 2d at 176. There is an exception to this rule, however, where a judgment specified in the notice of appeal directly relates back to the unspecified order sought to be reviewed. *Burtell v. First Charter Service Corp.*, 76 Ill. 2d 427, 435 (1979) ("[T]he unspecified judgment is reviewable if it is a 'step in the procedural progression leading' to the judgment specified in the notice of appeal. [Citation.]").

¶ 12 In its motions for summary judgment below, plaintiff argued that Anthony had "failed to plead and prove any adequate defenses to the foreclosure." Thus, we believe the circuit court's orders striking Anthony's affirmative defenses to the complaints were steps in the procedural progression to the grant of summary judgment in favor of plaintiff in each suit. In that Anthony listed the orders granting plaintiff summary judgment in his notices of appeal, we have

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jurisdiction to consider Anthony's argument as to the invalidity of the Foreclosure Law due to the purported lack of an enacting clause.

¶ 13 Second, we note that Anthony's arguments on appeal call into question the subject-matter jurisdiction of the circuit court. It is well recognized that subject matter jurisdiction may be challenged at any time. *Catom Trucking, Inc. v. City of Chicago*, 2011 IL App (1st) 101146, ¶ 27). We will therefore continue on to consider the merits of Anthony's arguments on appeal, in which he specifically contends that the circuit court lacked subject-matter jurisdiction over the two underlying matters because three separate statutory provisions relied upon by plaintiff below—sections 2-206 and 2-1005 of the Code (735 ILCS 5/2-206, 2-1005 (West 2014)) and section 2-1506 of the Foreclosure Law (735 ILCS 5/15-1506 (West 2014))—lacked the requisite enacting clauses. Such a challenge presents a legal question which we review *de novo*. *Millennium Park Joint Venture, LLC v. Houlihan*, 241 Ill. 2d 281, 294 (2010).

¶ 14 Anthony is correct that the Illinois Constitution does require that a statute include the following enacting clause: "Be it enacted by the People of the State of Illinois, represented in the General Assembly." Ill. Const. Art. IV § 8(a). Without the enacting clause, a statute is invalid. See *Pearce v. Vittum*, 193 Ill. 192, 193-94 (1901). However, Anthony cannot rely only on an examination of a statute as set forth in the ILCS to support his argument that it lacks an enactment clause.

¶ 15 The "official statutes" of Illinois "are the bills enacted into law by the legislature and either signed by the governor, permitted by the governor to become law without his signature, or effected by the legislative override of a gubernatorial veto." *Boyd for and on Behalf of 2,463 Signatories v. Ford*, 133 Ill. App. 3d 626, 632 (1985). Thereafter, "[o]nce bills are enacted and become law, they are compiled by the Secretary of State into Session Laws [citation]." *Id.*; 25

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ILCS 10/10(f) (West 2014). "Although the Session Laws have official status, and may be resorted to as proof of the content of the law as enacted by the legislature [citation], they still do not constitute a readily usable compilation of Illinois statutes in effect from time to time." *Boyd*, 133 Ill. App. 3d at 632-33. "[T]o determine the currently effective provisions on any given topic, it would be necessary to examine all issues of the Session Laws from the inception of legislative treatment of the subject to a current date, a most laborious and time-consuming process." *Id.* at 633.

¶ 16 The "bench and bar are spared this search" by the publishers of the compiled Illinois statutory provisions. *Id.* After each publication of the Session Laws, the publishers "attend to the addition to, and modification or deletion of the statutory laws of Illinois." *Id.* The current compilation of the Illinois statutory law is the ILCS. *People v. Suastegui*, 374 Ill. App. 3d 635, 640 (2007) ("Public Act 87-1005, which became effective on September 3, 1992, modified and amended the Legislative Reference Bureau Act [citation] and replaced the organizational and numbering scheme of the Illinois Revised Statutes with the Illinois Compiled Statutes."); see also 25 ILCS 135/5.04(a) (West 2014) (noting that the ILCS constitute the "official compilation of the general Acts of Illinois and shall be entirely in the public domain for purposes of federal copyright law.")

¶ 17 As noted above, on appeal Anthony specifically challenges plaintiff's reliance upon sections 2-206 and 2-1005 of the Code (735 ILCS 5/2-206, 2-1005 (West 2014)) and section 2-1506 of the Foreclosure Law (735 ILCS 5/15-1506 (West 2014)). Sections 2-206 and 2-1005 of the Code were originally adopted by the passage of Public Act 82-280, during the 82nd General Assembly of the State of Illinois. See Pub. Act 82-280 (eff. July 1, 1982). A review of the applicable volume of the session laws clearly shows that this public act contained the enacting

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clause required by the Illinois Constitution. See 1981 Ill. Laws 1382. Section 2-1506 of the Foreclosure Law (indeed, the entirety of the Foreclosure Law) was originally adopted by the passage of Public Act 84-1462, during the 84th General Assembly of the State of Illinois. See Pub. Act 84-1462 (eff. July 1, 1987). A review of the applicable volume of the session laws shows that this public act also contained the required enacting clause. See 1986 Ill. Laws 4360. Each of these statutory provisions has been subsequently amended, and each time the required enacting clause was included in the relevant public act. See 1992 Ill. Laws 4467 (compiling Pub. Act 87-1267 (eff. March 12, 1993), which amended section 2-206); 1985 Ill. Laws 2591 (compiling Pub. Act 84-316 (eff. Sept. 14, 1985), which amended section 2-1005); 1987 Ill. Laws 3802 (compiling Pub. Act 85-907 (eff. Nov. 23, 1987), which amended section 2-1506); and 2013 Ill. Laws 6269 (compiling Pub. Act 98-514 (eff. Nov. 19, 2013), which again amended section 2-1506).

¶ 18 Based on the above discussion, we find that the text of each statutory section challenged by Anthony does in fact contain the required enacting clause. The mere omission of the enabling clause from the ILCS does not render them invalid. See 25 ILCS 135/5.04(d) (West 2014) (which provides, in relevant part: "Omission of an effective Act or Section of an Act from ILCS does not alter the effectiveness of that Act or Section.").

¶ 19 Accordingly, we find that Anthony has not demonstrated the invalidity of any of the statutory provisions relied upon by plaintiff, and that the circuit court therefore had subject-matter jurisdiction. Furthermore, because Anthony has not raised any additional challenge to the circuit court's orders entering summary judgments, foreclosure judgments and sale or confirming the judicial sales, we also affirm each of those orders in both underlying cases.

¶ 20 Affirmed.