2018 IL App (1st) 171782-U
No. 1-17-1782

SECOND DIVISION
June 26, 2018

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

U.S. BANK NATIONAL ASSOCIATION, as trustee for PROF-2014-REMIC Trust III,	)	Appeal from the Circuit Court of Cook County.
Plaintiff-Appellee,	)	
	)	No. 15 CH 3579
v.	)	
RUVINA OWUSU; ILLINOIS HOUSING DEVELOPMENT AUTHORITY; UNKNOWN OWNERS AND NONRECORD CLAIMANTS,	)	The Honorable William Sullivan, Judge Presiding.
Defendants,	)	
(Ruvina Owusu, Defendant-Appellant).	)	

JUSTICE PUCINSKI delivered the judgment of the court.
Justices Hyman and Walker concurred in the judgment.

ORDER

¶ 1 *Held:* Trial court's order granting summary judgment in favor of plaintiff and order approving sale and distribution of proceeds affirmed where party plaintiff properly substituted, plaintiff had capacity to institute foreclosure proceedings, defect in publication of notice of sale was not grounds for vacating sale, and plaintiff was entitled to statutory postjudgment interest from time of judgment of foreclosure.

¶ 2 In this mortgage foreclosure action, defendant Ruvina Owusu complains on appeal that the trial court erred in granting summary judgment in favor of Wilmington Savings Fund

Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust ("WSF"), and in confirming the sale and approving the distribution of sale proceeds. For the reasons that follow, we affirm.

¶ 3 BACKGROUND

¶ 4 In March 2015, U.S. Bank National Association, as trustee for PROF-2014-S2 REMIC Trust III ("U.S. Bank"), instituted these foreclosure proceedings against Owusu. In the complaint, U.S. Bank alleged that Owusu had defaulted on the subject note and mortgage for the property located at 9101 S. Emerald Avenue in Chicago ("property"). U.S. Bank also alleged that it was the mortgagee under section 15-1208 of the Illinois Mortgage Foreclosure Law ("IMFL") (735 ILCS 5/15-1208 (West 2014)). Attached to the complaint were copies of the mortgage and note signed by Owusu on the property. Both documents identified Wilmington Finance, Inc., as the lender, and the mortgage identified Mortgage Electronic Registration Systems, Inc. as the mortgagee, acting as nominee for Wilmington Finance, Inc. and its successors and assigns. Attached to the note were two allonges: one from Wilmington Finance, Inc. to CitiMortgage, Inc., and one indorsed in blank by CitiMortgage, Inc.

¶ 5 Owusu filed an answer to the complaint, in which she alleged that she lacked sufficient information with which to either admit or deny U.S. Bank's allegation of capacity to bring the foreclosure action as mortgagee.

¶ 6 In July 2015, U.S. Bank filed to a motion to substitute U.S. ROF II Legal Title Trust 2015-1, by U.S. Bank National Association, as Legal Title Trustee as party plaintiff. That motion was never ruled on. In January 2016, U.S. Bank filed a second motion to substitute, this time to substitute WSF as party plaintiff.

¶ 7 Two months later, U.S. Bank filed a motion for entry of a judgment of foreclosure and sale and a motion for summary judgment. Attached to the motion for entry of a judgment of foreclosure and sale were numerous assignments of the subject mortgage. Those assignments were as follows:

- From Wilmington Finance, Inc. to CitiMortgage, Inc., dated February 3, 2012;
- From CitiMortgage, Inc. to Fay Servicing, LLC, dated October 14, 2014;
- An assignment correcting the assignee of the October 14, 2014, to U.S. Bank, dated January 9, 2015;
- From U.S. Bank to USROF II Legal Title Trust 2015-1, by U.S. Bank National Association as Legal Title Trustee, dated September 8, 2015;
- From USROF II Legal Title Trust 2015-1, by U.S. Bank National Association as Legal Title Trustee to Pretium Mortgage Credit Partners I Loan Acquisition LP, dated December 7, 2015; and
- From Pretium Mortgage Credit Partners I Loan Acquisition LP to WSF, dated December 14, 2015.

¶ 8 In response to U.S. Bank's motion for summary judgment, Owusu argued that U.S. Bank failed to prove that it had the capacity to foreclose on the mortgage, where not all of the assignments of mortgage included an assignment of the related note and where the October 2014 and January 2015 assignments purported to reflect assignments by CitiMortgage to both Fay Servicing, Inc. and U.S. Bank.

¶ 9 After multiple failures by Owusu to appear at status hearings, the trial court granted U.S. Bank's motion for entry of a judgment of foreclosure and sale and its motion for summary judgment in favor of WSF. At the same time, the trial court granted U.S. Bank's motion to

substitute WSF as party plaintiff. In the judgment for foreclosure and sale, the trial court found that "[f]or the purposes of calculating Plaintiff's indebtedness at sale, interest shall accrue at 9% on the amount found due above pursuant to 735 ILCS 5/2-1303." The trial court also entered a handwritten order that stated, "Plaintiff produced the original note consistent with the copy of the note attached to plaintiff's complaint endorsed in blank."

¶ 10 In April 2017, after the sale of the property, WSF filed its motion for an order approving the report of sale and distribution. Attached to it were a certificate of mailing, reflecting service of the notice of sale on Owusu's counsel, and two certificates of publication, reflecting that the notice of sale had been published in the Chicago Daily Law Bulletin and the Chicago Crusader. Also attached was the report of sale. Among the proposed disbursements to WSF from the sale proceeds was $4,336.15 in statutory interest accrued from the date of the judgment of foreclosure to the date of the sale. Owusu filed an objection to WSF's motion, arguing that WSF was not entitled to recover any statutory postjudgment interest prior to the entry of an order approving the sale and that the certificates of publication failed to identify where in the Chicago Daily Law Bulletin and Chicago Crusader the notice of sale was published.

¶ 11 Over Owusu's objections, on June 15, 2017, the trial court entered an order approving the report of sale and distribution, confirming the sale, and ordering possession. Owusu then filed this timely appeal.

¶ 12 ANALYSIS

¶ 13 On appeal, Owusu makes four arguments: (1) the trial court erred in granting summary judgment, because U.S. Bank was not the proper party to seek summary judgment and because it entered summary judgment in favor of WSF on U.S. Bank's motion; (2) the trial court erred in granting summary judgment in favor of WSF because U.S. Bank failed to prove its capacity to

institute the foreclosure proceedings; (3) the trial court erred in approving the sale and distribution of proceeds, because the certificates of publication did not reflect where in the newspapers the notice of sale appeared; and (4) the trial court erred in approving the sale and distribution of proceeds, because the IMFL does not permit the imposition of postjudgment interest before entry of the order approving sale and distribution of proceeds. We conclude that none of these contentions warrants reversal.

¶ 14 Summary Judgment—Proper Party

¶ 15 Owusu first argues that the trial court erred in granting summary judgment because, at the time it filed the motion for summary judgment, U.S. Bank did not have an interest in the subject note, as evidenced by the fact that it had previously filed two motions to substitute. Owusu also argues that it was procedurally improper for the trial court to enter summary judgment in favor of WSF on U.S. Bank's motion. Owusu has waived these contentions for two reasons. First, she did not raise either of them in the trial court. See *Cambridge Engineering, Inc. v. Mercury Partners 90 BI, Inc.*, 378 Ill. App. 3d 437, 456 (2007) ("An appellant may not raise an issue for the first time on appeal; issues not raised below are considered waived."). Second, on appeal, she cites no authority in support of these contentions. See Ill. S. Ct. R. 341(h)(7) (eff. Nov. 1, 2017) (providing that an appellant's brief must contain "[a]rgument, which shall contain the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on"); *CE Design, Ltd. v. Speedway Crane, LLC*, 2015 IL App (1st) 132572, ¶ 18 ("The failure to provide an argument and to cite to facts and authority, in violation of Rule 341, results in the party forfeiting consideration of the issue.").

¶ 16 In any case, there is no merit to Owusu's contentions in these respects. As the Third District explained in *Aurora Bank FSB v. Perry*, 2015 IL App (3d) 130673, ¶¶ 32-33, pursuant to

section 2-1008(a) of the Illinois Code of Civil Procedure ("Code") (735 ILCS 5/2-1008(a) (West 2014)), a change in interest and the resulting substitution of a party does not cause an action to abate. So long as the original party held the interest when the action was commenced and a motion to substitute parties was filed, the timing of the motion to substitute or the opposing party's awareness of the motion does not cause the motion to abate. *Perry*, 2015 IL App (3d) 130673, ¶ 33. Application of this rule to facts similar to the present facts can be found in *Perry*. There, the plaintiff instituted the foreclosure proceeding in October 2011. *Id.* at ¶ 34. Summary judgment and a judgment of foreclosure and sale were entered in the plaintiff's favor in December 2012. *Id.* In July 2013, the plaintiff filed a motion to substitute based on an assignment that had been executed in November 2012. *Id.* The court held that the fact that the plaintiff no longer had an interest in the property at the time summary judgment and the judgment of foreclosure and sale were entered did not matter, because the plaintiff held the interest at the time the action was commenced and a motion to substitute was eventually filed. *Id.* Likewise, the fact that U.S. Bank no longer had an interest in the property at the time it filed for summary judgment is immaterial, because, as will be discussed below, it had an interest in the property when the complaint was filed and it requested and was granted a substitution of parties in favor of WSF.

¶ 17 Summary Judgment—Capacity

¶ 18 Owusu next argues that the trial court erred in granting summary judgment where there was a genuine issue of material fact regarding whether U.S. Bank had the capacity to institute the foreclosure proceedings. Summary judgment is appropriate where, viewing the pleadings, depositions, admissions, and affidavits in the light most favorable to the nonmovant, there exists

no genuine issue of material fact and the movant is entitled to judgment as a matter of law. *Id.* at ¶ 14. Our review of the trial court's grant of summary judgment is *de novo*. *Id.*

¶ 19 Section 15-1504(a)(3)(N) of the IMFL (735 ILCS 5/15-1504(a)(3)(N) (West 2014)) requires that the plaintiff in a foreclosure action allege in its complaint its capacity in bringing the foreclosure. U.S. Bank alleged in its complaint that it had the capacity to institute the foreclosure action against Owusu based upon its status as mortgagee. Under section 15-1208 of the IMFL (735 ILCS 5/15-1208), a mortgagee is defined as "(i) the holder of an indebtedness or obligee of a non-monetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder and (ii) any person claiming through a mortgagee as successor." Once alleged, U.S. Bank was required to prove its capacity to bring the foreclosure as mortgagee. See *Perry*, 2015 IL App (3d) 130673, ¶ 21. "[I]t is a longstanding rule that 'possession of bearer paper is *prima facie* evidence of title thereto, [citation] and sufficient to entitle the plaintiff to a decree of foreclosure.'" [Citation.] Attachment of the note to the complaint is *prima facie* evidence that the plaintiff owns the note." *HSBC Bank USA, National Association v. Rowe*, 2015 IL App (3d) 140553, ¶ 21. Possession of a note indorsed in blank is payable to the bearer. 810 ILCS 5/3-205 (West 2014).

¶ 20 Here, U.S. Bank attached a copy of the subject mortgage and note to its complaint. Included were two allonges to the note, one transferring the note to CitiMortgage, Inc., and the other, subsequently indorsed in blank by CitiMortgage, Inc. Also of record were multiple assignments of the mortgage, which tracked the transfer of that instrument from Wilmington Finance, Inc. to WSF. In addition, the record indicates that U.S. Bank produced the original note with allonge indorsed in blank in open court at the hearing on its motion for summary judgment. Absent any rebutting evidence by Owusu, the attachment to the complaint of the mortgage and

the note indorsed in blank, along with the production of the original note indorsed in blank in open court, was sufficient evidence to establish U.S. Bank's capacity to institute and maintain the foreclosure action. See *Wells Fargo Bank, N.A. v. Mundie*, 2016 IL App (1st) 152931, ¶ 12 (attachment of mortgage and note indorsed in blank to complaint was sufficient to plead that the plaintiff had capacity as legal holder of the indebtedness); *CitiMortgage, Inc. v. Sconyers*, 2014 IL App (1st) 130023, ¶ 11 (the plaintiff's presentation of the original note in open court proved that it was the holder of the indebtedness).

¶ 21 Owusu argues that, despite this evidence, summary judgment should not have been granted because (1) not all of the assignments of the mortgage also transferred the note; (2) an "empty" assignment of the mortgage rebutted the presumption of ownership created by the indorsed-in-blank allonge; (3) the production of the original note in open court did not establish U.S. Bank's capacity at the time the complaint was filed, because it did not establish how or when U.S. Bank acquired the note; and (4) it was unclear on whose behalf the original note was presented—U.S. Bank or WSF. All of these contentions are easily disposed of.

¶ 22 First, the fact that all of the assignments of mortgage might not have also transferred the note is immaterial, as the note contained an allonge that was indorsed in blank by CitiMortgage, Inc. As previously stated, possession of a note indorsed in blank is payable to the bearer. 810 ILCS 5/3-205. Thus, so long as U.S. Bank possessed the indorsed-in-blank allonge, it owned the note and could transfer it alongside the mortgage without specific assignment of the note. Second, there is no "empty" mortgage assignment. Although it is true that CitiMortgage, Inc. executed two mortgage assignments—one on October 16, 2014, to Fay Servicing, LLC, and one on January 9, 2015, to U.S. Bank—the latter assignment clearly states that it is a corrective assignment, correcting the assignee from Fay Servicing, LLC to U.S. Bank on the October 16,

2014, assignment. Thus, CitiMortgage did not attempt to transfer its interest in the property to two separate entities.

¶ 23 Owusu's third argument—that the production of the original note in open court did not establish U.S. Bank's capacity at the time the complaint was filed—is arguably waived for failure to raise it in the trial court. Owusu argues that she could not have raised the argument in the trial court because she had no warning that U.S. Bank would present the original note at the hearing on the motion for summary judgment, and thus should not be penalized for not having had the opportunity to respond to the note's presentation. The problem with Owusu's position, however, is that she does not address whether she objected to the note's surprise presentation at the hearing on the motion for summary judgment. Owusu failed to include in the record on appeal any transcript of the hearing, making it impossible for us to determine whether she objected to the note when it was presented at the hearing on the motion for summary judgment or even whether she or her counsel appeared at that hearing (WSF contends on appeal that neither she nor counsel appeared). Given that it was Owusu's burden as appellant to provide us a sufficient record from which we could a meaningful review, we must resolve all doubts created by the incompleteness of the record against her. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984).

¶ 24 Even putting aside waiver, however, this contention does not sway us from our conclusion that the trial court properly entered summary judgment in favor of WSF. That the presentation of the original note in open court does not evidence how or when U.S. Bank acquired the note is irrelevant. As discussed above, U.S. Bank attached a copy of the note to the complaint. This was sufficient to establish that U.S. Bank possessed and was the holder of the note at the time of filing. *Rowe*, 2015 IL App (3d) 140553, ¶ 21 ("Attachment of the note to the

complaint is *prima facie* evidence that the plaintiff owns the note."). Moreover, where a party presents the original note in open court, its status as holder of the indebtedness is not affected by the manner in which it acquired the note. *Sconyers*, 2014 IL App (1st) 130023, ¶ 11.

¶ 25 Owusu's last contention regarding summary judgment is that it is unclear on whose behalf—U.S. Bank's or WSF's—the original note was presented. Without a transcript of the hearing on the motion for summary judgment, it is impossible for us to review this contention, as we have no way of knowing what was said by plaintiff's counsel at presentment or any other context for the note's presentment. Thus, we cannot assess whether it was unclear on whose behalf the original note was presented. *Foutch*, 99 Ill. 2d at 391-92. In any case, the note was indorsed in blank. Thus, whether presented on behalf of U.S. Bank or WSF (counsel did not change with the change in plaintiff), the presentation of the original note in open court established the presenter as the holder of the indebtedness. *Sconyers*, 2014 IL App (1st) 130023, ¶ 11.

¶ 26 In sum, by attaching the mortgage and note indorsed in blank to the complaint, submitting an unbroken chain of mortgage assignments, and presenting the original note indorsed in blank in open court, and absent any rebutting evidence by Owusu, U.S. Bank established its capacity to institute and maintain the present foreclosure proceedings.

¶ 27 Notice

¶ 28 Owusu next argues that the trial court erred in approving the sale of the property and the distribution of proceeds from the sale, because the certificates of publication submitted by WSF did not identify where in the newspapers the notice of sale was published. Under section 15-1508(b) of the IMFL (735 ILCS 5/15-1508(b) (West 2014)), once a motion to confirm the sale of a property has been filed, the trial court must confirm the sale unless it finds one of the

following: (1) notice of the sale was not properly given, (2) the sale terms were unconscionable, (3) the sale was conducted fraudulently, or (4) justice was not otherwise done. *Wells Fargo Bank, N.A. v. McCluskey*, 2013 IL 115469, ¶ 18. We review the trial court's decision to confirm the sale of the property for an abuse of discretion. *Household Bank, FSB v. Lewis*, 229 Ill. 2d 173, 178 (2008).

¶ 29 Section 15-1507(c)(2) (735 ILCS 5/15-1507(c)(2) (West 2014)) of the IMFL governs the publication of the notice of sale to the general public and requires that the notice of sale be published both in the section of a newspaper where legal notices are commonly placed and also in the section of a newspaper where real estate is commonly advertised to the general public. Section 15-1507(c)(3) (735 ILCS 5/15-1507(c)(3) (West 2014)) of the IMFL, on the other hand, governs notice of the sale to be given to the parties to the foreclosure proceeding. That provision provides that notice to the parties shall be given pursuant to court rules for service of other papers. *Id.* When a party seeks to vacate a sale on the basis of improper notice, section 15-1508(c) (735 ILCS 5/15-1508(c) (West 2014)) permits *a party* who did not receive notice in accordance with section 15-1507(c)(3) to have the sale set aside. Section 15-1508(d) (735 ILCS 5/15-1508(d) (West 2014)), however, states that except for a party claiming that they themselves received insufficient notice under section 15-1507(c)(3), "no sale under this Article shall be held invalid or be set aside because of any defect in the notice thereof or in the publication of the same *** except upon good cause shown in a hearing pursuant to subsection (b) of Section 15-1508."

¶ 30 Here, Owusu makes no contention that she was not properly served under section 15-1507(c)(3). Rather, she simply claims that the certificates of publication did not identify where in the newspapers the notice of sale appeared. Accordingly, her claim of insufficient notice was

governed by section 15-1508(d) and could not serve to invalidate or set aside the sale of the property unless she demonstrated good cause for doing so at the hearing on the motion to approve the sale and distribution of proceeds. Owusu has failed to provide us with any transcript of that hearing, so we are unable to determine whether she demonstrated good cause for setting aside the sale of the property and must assume that she did not. *Foutch*, 99 Ill. 2d at 391-92 ("Any doubts which arise from the incompleteness of the record will be resolved against the appellant."). We feel that this is a safe assumption, given that she did not make any good cause argument in her written response to the motion to approve the sale and distribution of proceeds or on appeal.

¶ 31 Owusu having failed to demonstrate good cause, we conclude that the trial court did not abuse its discretion in refusing to set aside the sale of the property on the basis of insufficient notice.

¶ 32 Postjudgment Interest

¶ 33 Finally, Owusu argues that the trial court erred in approving the sale and distribution of proceeds, because the IMFL does not allow for the imposition of postjudgment interest before entry of the order approving the sale and distribution of proceeds. In the judgment of foreclosure, the trial court stated that "[f]or the purposes of calculating Plaintiff's indebtedness at sale, interest shall accrue at 9% on the amount found due above pursuant to 735 ILCS 5/2-1303." Section 2-1303 of the Code (735 ILCS 5/2-1303 (West 2014)) provides that "[j]udgments recovered in any court shall draw interest at the rate of 9% per annum from the date of the judgment until satisfied." According to Owusu, postjudgment interest under the Code may not accrue until the entry of the final judgment, which in a mortgage foreclosure is the order approving the sale, not the judgment of foreclosure. Owusu further argues nothing in the IMFL

otherwise permits the imposition of postjudgment interest at any point prior to the order approving sale and distribution of proceeds.

¶ 34 As mentioned above, once the motion to approve the sale was filed, Owusu was limited to contesting the sale on one of the four grounds found in section 15-1508(b) of the IMFL. At no point does Owusu make any argument that the award of postjudgment interest from the time of the judgment of foreclosure qualified as reason for setting aside the sale under section 15-1508(b). For this reason alone, it was not an abuse of discretion for the trial court to approve the sale and distribution of proceeds.

¶ 35 Nevertheless, we observe that the question of when statutory postjudgment interest begins to accrue in a mortgage foreclosure action was directly addressed in the case of *BAC Home Loans Servicing, LP v. Popa*, 2015 IL App (1st) 142053. In that case, the defendant argued that the plaintiff was not entitled to the statutory rate of postjudgment interest until after the trial court confirmed the sale. *Id.* at ¶ 28. After examining various provisions of the IMFL, however, this court disagreed, holding that statutory postjudgment interest accrues in a mortgage foreclosure action from the time the judgment of foreclosure is entered, not from the time of the order approving sale. *Id.* at ¶ 35. In so holding, the *Popa* court relied on the language of section 15-1504(e)(3) of the IMFL (735 ILCS 5/15-1504(e)(3) (West 2012)), which provides that a plaintiff's request for foreclosure is deemed to include a request that "in default of such payment in accordance with the judgment, the mortgaged real estate be sold as directed by the court, to satisfy the amount due to the plaintiff as set forth in the judgment, together with the interest thereon at the statutory judgment rate from the date of the judgment." The *Popa* court noted that the judgment referenced in section 15-1504(e)(3) clearly was the judgment of foreclosure. *Id.* Accordingly, the court held that "[r]ead together with section 2-1303 [of the Code], we conclude

that section 15-1504(e)(3), by its language, provides that a plaintiff is entitled to the statutory interest rate from the date of the foreclosure judgment." *Popa*, 2015 IL App (1st) 142053, ¶ 35. The court also noted that upon entry of the foreclosure judgment, the mortgage merges into the judgment and eliminates the contract, and, thereafter, the mortgage is controlled by statute, not the contract. *Id.* at ¶ 36.

¶ 36 Owusu argues that we should not follow the *Popa* decision because its holding conflicts with several provisions of the IMFL. More specifically, Owusu contends that it is inconsistent with section 15-1504(e)(3)'s lack of specific reference to the foreclosure judgment. We disagree. Admittedly, *Popa* does not specifically lay out how it reached the conclusion that section 15-1504(e)(3) refers to the foreclosure judgment, but the conclusion is the correct one based on the language of section 15-1504(e)(3) and an understanding of foreclosure procedure. Section 15-1504(e)(3) refers to the sale of the property after the defendant defaults on the payment owed pursuant to "the judgment." The proceeds from that sale are to then be used to satisfy not only the defaulted amount owed pursuant to "the judgment," but also "interest thereon at the statutory judgment rate from the date of the judgment." Given that the only judgment entered prior to the judicial sale of a foreclosed property is the judgment of foreclosure, and given that it is the judgment of foreclosure that sets the amount the defendant must pay to prevent the judicial sale of a foreclosed property, it necessarily follows that "the judgment" referenced throughout section 15-1504(e)(3) is the judgment of foreclosure.

¶ 37 Owusu also argues that the holding in *Popa* conflicts with section 15-1603(d)(1)(v) (735 ILCS 5/15-1603(d)(1)(v) (West 2014)), which provides that the amount required to redeem a foreclosed property includes:

> "The amount specified in the judgment of foreclosure, which shall consist of (i) all principal and accrued interest secured by the mortgage and due as of the date of the judgment, (ii) all costs allowed by law, (iii) costs and expenses approved by the court, (iv) to the extent provided for in the mortgage and approved by the court, additional costs, expenses and reasonable attorneys' fees incurred by the mortgagee, (v) all amounts paid pursuant to Section 15-1505 and (vi) per diem interest from the date of judgment to the date of redemption calculated at the mortgage rate of interest applicable as if no default had occurred."

Owusu does not explain why the fact that the General Assembly chose to allow a defendant to redeem foreclosed property without payment of statutory interest necessarily means that a foreclosure plaintiff is precluded from collecting statutory postjudgment interest upon the defendant's failure to redeem the property. We—and apparently the General Assembly—view these as two different situations that have no bearing on each other. Accordingly, we find no inconsistency in allowing statutory postjudgment interest in one situation but not the other.

¶ 38 Finally, Owusu argues that the *Popa* court's merger analysis is flawed. According to Owusu, because section 15-1601 of the IMFL (735 ILCS 5/15-1601 (West 2014)) does not prohibit reinstatement and redemption after the entry of the judgment of foreclosure, the note and mortgage must continue to exist and cannot have been eliminated by merger. Section 15-1601 only governs when and how a mortgagor may voluntarily waive his or her rights to reinstatement or redemption; it does not govern the general application of the principles of reinstatement and redemption. Thus, for Owusu to say that section 15-1601 does not limit reinstatement and redemption to before entry of the judgment of foreclosure is misleading, as section 15-1601 does not limit the application of reinstatement and redemption in any respect. Instead, it only limits

the voluntary waiver of a mortgagor's rights to reinstatement and redemption. Accordingly, we see no conflict between the holding in *Popa* and section 15-1601.

¶ 39 Seeing no basis on which to disturb the holding of *Popa*, and because *Popa* squarely addressed the issue before us, we choose to follow its holding. Accordingly, we conclude that the trial court did not err in awarding WSF statutory postjudgment interest from the time the foreclosure judgment was entered.

¶ 40 CONCLUSION

¶ 41 For the foregoing reasons, the judgment of the Circuit Court of Cook County is affirmed.

¶ 42 Affirmed.