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IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

SPECIALIZED LOAN SERVICING LLC,)	Appeal from the
Plaintiff-Appellees,)	Circuit Court of
)	Cook County.
v.)	
)	No. 15-CH-18392
MARK KIM, EUN SOOK KIM, BANK OF)	
AMERICA, N.A., UNKNOWN OWNERS,)	Honorable
AND NN-RECORD CLAIMANTS,)	Anna Loftus,
Defendants-Appellants.)	Judge, presiding.
)	

JUSTICE COBBS delivered the judgment of the court.
Justices Howse and Lavin concurred in the judgment.

ORDER

¶ 1 *Held:* The trial court did not err when it confirmed the judicial sale and concluded notice of sale was provided in compliance with the Illinois Mortgage and Foreclosure Law.

¶ 2 Defendants, Mark Kim and Eun Soon Kim, appeal the trial court's confirmation of judicial sale pursuant to section 5/15-1507 of the Illinois Mortgage and Foreclosure Law (Foreclosure Law). 735 ILCS 5/15-1507 (West 2016). They contend that the trial court erred when it confirmed the judicial sale and determined that plaintiff, Specialized Loan Servicing, complied with the Foreclosure Law's notice requirements. We affirm.

¶ 3

BACKGROUND

¶ 4

On December 21, 2015, JPMorgan Chase Bank, N.A. (Bank), filed a complaint against the Kims to foreclose the mortgage on property located at 8045 174th Street, Chicago. In its complaint, the Bank alleged, *inter alia*, that defendants had not paid their monthly installments of principal, taxes, interests and insurance from April 2015 to the time of filing the complaint. On February 16, 2015, the Kims appeared *pro se* and answered the complaint. On June 1, 2016, the Bank filed a motion to substitute Specialized Loan Servicing LLC as plaintiff.

¶ 5

On November 14, 2016, the Bank filed a motion for entry of an order of default and judgment of foreclosure and sale, a motion for summary judgment, a motion to appoint a special selling officer and a motion for entry of a judgment for foreclosure and sale. In its motion to appoint a special selling officer, the Bank requested that The Judicial Sale Corporation (TJSC) “conduct the judicial sale at a time and place consistent with the publication notices” and that TJSC “provide all other services pursuant to 735 ILCS 5/15-1507 & 1508.”

¶ 6

On December 6, 2016, the trial court granted plaintiff’s motion to substitute Specialized Loan Service as party plaintiff. On February 28, 2017, the trial court granted, *inter alia*, the Bank’s motion for summary judgment and judgment of foreclosure and sale. In the judgment for foreclosure and sale, the trial court appointed TJSC as selling officer for the purpose of selling the property at public auction. TJSC issued public notice of sale in the Chicago Daily Law Bulletin on April 17, 2017, April 24, 2017, and May 1, 2017; and in the Tinley Junction on April 20, 2017, April 27, 2017 and May 4, 2017. The notice of sale was also mailed by TJSC to all parties on April 19, 2017.

¶ 7 On May 30, 2017, The Law Center LLC filed an additional appearance on behalf of defendants and filed a motion to reconsider and/or vacate the judgment of foreclosure and summary judgment. The trial court denied defendants' motion. On June 27, 2017, plaintiff filed a motion for entry of an order approving the report of sale and distribution. Included with its motion, plaintiff provided a receipt of sale, certification of publication, and a certification of sale. In response, defendants argued, *inter alia*, the notice of sale was defective because although the trial court appointed TJSC in the judgment of foreclosure, it did not authorize TJSC to give notice of the sale pursuant to 735 ILCS 5/15- 1507(c). On July 20, 2017, the trial court granted plaintiff's motion and granted plaintiff possession of the property. Defendants timely appealed.

¶ 8 ANALYSIS

¶ 9 Defendants first contend that the notice of sale was defective because TJSC provided notice instead of plaintiff. Specifically, they argue that because the trial court, in the judgment of foreclosure, did not appoint any other party to issue either public notice or notice to the parties, plaintiff did not comply with the notice requirements of section 5/15-1507 of the Foreclosure Law. In response, plaintiff contends it requested that TJSC, as part of the duties as a special selling officer, issue notice of publication and provide all other services required by statute. Further plaintiff argues that defendants did not object to the trial court's appointment of TJSC as special selling officer.

¶ 10 Section 1507 of the Foreclosure Law governs the procedures for a judicial sale. 735 ILCS 5/15-1507(a) (West 2016). Subsection (c) provides "the mortgagee, or such other party designated by the court, shall give public notice of the sale in a foreclosure action." 735 ILCS 5/15-1507(c)(1) (West 2016). The party giving notice shall publish the notice for at least 3

consecutive calendar weeks once in each week, the first such notice to be published not more than 45 days prior to the sale, the last such notice to be published not less than 7 days prior to the sale by *inter alia* advertisements in a newspaper circulated to the general public in the county in which the real estate is located. 735 ILCS 5/15-1507(c)(2) (West 2016). Additionally, the Foreclosure Law requires the notice of sale to be provided to all parties in the action who have appeared before the court and have not been found by the court to be in default for failure to plead. 735 ILCS 5/15-1507(c)(3) (West 2016).

¶ 11 Here, defendants do not argue that they did not receive notice. Neither do they argue that notice was in any way substantively defective. They argue that the notice was noncompliant with the Foreclosure Law because TJSC was not designated by the trial court as the “such other party” to give notice. Defendants’ argument is without merit. Plaintiff, in its motion to appoint the special selling officer requested that TJSC conduct the judicial sale at a time and place consistent with the publication notices and that the selling officer provide all other services pursuant to 735 ILCS 5/15-1507 & 1508. The trial court granted plaintiff’s motion in the judgment of foreclosure, and appointed TJSC for the purpose of conducting sale by public auction and to provide all other services. TJSC has complied with both the trial court’s order and the Foreclosure Law in performing its duties. Thus, we find that the notice of sale was not defective.

¶ 12 Defendants next argue that the trial court erred in confirming the judicial sale because notice of sale was not given in compliance with section 15-1507. However, having previously determined that the notice requirements were in compliance with the Foreclosure Law, we find no error in the trial court’s order. Defendants have failed to provide any

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grounds upon which a confirmation of foreclosure sale should have been denied. (See 735 ILCS 5/15-1507). Thus, we affirm with the trial court's decision to confirm the judicial sale.

¶ 13

CONCLUSION

¶ 14

For the foregoing reasons, we affirm the trial court's decision.

¶ 15

Affirm.