

2018 IL App (1st) 173166-U
No. 1-17-3166
Order filed September 28, 2018

Fifth Division

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).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

U.S. BANK, N.A., AS LEGAL TITLE TRUSTEE FOR)	Appeal from the
TRUMAN 2013 SC4 TITLE TRUST,)	Circuit Court of
)	Cook County.
Plaintiff-Appellee,)	
)	No. 13 CH 08932
v.)	
)	Honorable
JOE ALVAREZ and CHRISTINA ALVAREZ,)	Patricia S. Spratt,
)	Judge, Presiding.
Defendants-Appellants.)	
)	

JUSTICE HALL delivered the judgment of the court.
Presiding Justice Rochford and Justice Hoffman concurred in the judgment.

ORDER

- ¶ 1 *Held:* Circuit court's grant of plaintiff's motion for summary judgment on its foreclosure complaint was proper where defendants failed to raise any genuine issue of material fact and the affidavits supplied by plaintiff sufficiently complied with Supreme Court Rule 191. Ill. S. Ct. R. 191 (eff. Jan. 4, 2013).
- ¶ 2 Defendants Joe and Christina Alvarez appeal an order of the circuit court of Cook County which granted plaintiff U.S. Bank, N.A.'s (U.S. Bank) motion for summary judgment in a

mortgage foreclosure action. On appeal, defendants contend that: 1) summary judgment was inappropriate where plaintiff never submitted the note, mortgage or loan modification agreements into evidence, and 2) the affidavits submitted in support of plaintiff's motion for summary judgment did not comply with Illinois Supreme Court Rule 191 (eff. Jan. 4, 2013). For the following reasons, we affirm.

¶ 3

BACKGROUND

¶ 4 Defendants executed a mortgage and note with AEGIS Wholesale Corporation (AEGIS) on April 16, 2007, to secure property located at 3321 N. Oketo Avenue in Chicago. The loan was later modified on October 30, 2009, and then modified again on May 5, 2011. The mortgage and note were subsequently transferred to Wells Fargo Bank, N.A. (Wells Fargo).

¶ 5 Wells Fargo filed a complaint for foreclosure against defendants in the circuit court of Cook County on April 3, 2013, based on defendant's failure to pay the mortgage as agreed. Attached to the complaint as exhibits were copies of the mortgage, the note and two loan modification agreements. The copy of the note attached to the complaint contained an undated "allonge to note" document from AEGIS to Wells Fargo. Defendants were served with the summons and complaint and on May 6, 2013, and they filed a joint *pro se* appearance. On November 12, 2013, Wells Fargo filed a motion for default, among other things, for defendants' failure to file an answer to the complaint. Defendants subsequently filed an additional appearance by counsel on December 6, 2013, and subsequently filed an answer on January 6,

2014, raising an affirmative defense that defendants did not receive such notice as required by the mortgage because Wells Fargo did not mail a notice of default¹ prior to filing the complaint.

¶ 6 Plaintiff filed a motion for substitution of counsel, which was granted on December 9, 2015. On January 23, 2015, Wells Fargo filed its response to defendants' affirmative defense, denying that it did not mail them a notice of default prior to filing the complaint. Wells Fargo affirmatively stated that defendants could not attest to "the operative fact whether the notice was sent" and that it could not control receipt of the notice. Wells Fargo attached a copy of the notice dated December 6, 2012, to its response.

¶ 7 Defendants filed two motions for substitution of judge; one on July 14, 2015, which was granted on August 19, 2015, and one on September 21, 2015, which was granted on October 3, 2015. Wells Fargo filed its first motion for summary judgment (along with other various motions, including a motion to substitute U.S. Bank as the party plaintiff) on July 14, 2015, all of which were subsequently withdrawn without prejudice on November 12, 2015.

¶ 8 On February 2, 2016, Wells Fargo filed a second motion to substitute U.S. Bank as party plaintiff, indicating that Wells Fargo assigned its interests to U.S. Bank. The motion included a copy of the assignment of mortgage. Wells Fargo also filed a second motion for summary judgment. The motion to substitute indicated that the note was endorsed to U.S. Bank and included a copy of the endorsed note. In response, defendants filed a motion for continuance, which was stricken without prejudice on March 9, 2016. Also on that date, the circuit court

¹ The parties interchangeably referred to a "notice of default," a "notice of default and acceleration," and a "notice of acceleration" in their various pleadings in the circuit court. We will use the monikers noted by the party in the particular pleading.

granted Wells Fargo's motion to substitute U.S. Bank as plaintiff and Wells Fargo's second motion for summary judgment was withdrawn without prejudice.

¶ 9 On December 14, 2016, U.S. Bank filed the following pleadings: motion for default, motion to dismiss unknown owners and nonrecord claimants, motion for summary judgment (which is the subject of this appeal), Supreme Court Rule 114 Loss Mitigation Affidavit, and motion for entry of judgment for foreclosure and sale. Also included with the filing were an Affidavit of Amounts Due and Owing and a Notice of Default Affidavit.

¶ 10 The summary judgment motion alleged as follows: On April 3, [2]013, plaintiff filed its complaint to foreclose mortgage against defendants and attached to the complaint were true and correct copies of the mortgage and note; on January 6, 2014, defendants filed their answer to the complaint, comprised of general admissions and denials, as well as one affirmative defense, which was attached as exhibit A to the motion; on January 23, 2015, plaintiff filed its reply to defendants' affirmative defense and included a copy of the default notice, which was attached as exhibit B to the motion; and attached as exhibit C was the affidavit of Matthew Julian to establish that a notice of default was sent to defendants on December 6, 2012. Julian's affidavit included two exhibits: a business record which contained an entry indicating that the notice of default was sent via regular mail to defendants on or about December 6, 2012 (exhibit A), and the notice of default letter that was saved to the computer record associated with defendants' account (exhibit B). Also included as part of the filing were the assignment of mortgage from AEGIS to MERS on April 16, 2007; the corporate assignment of mortgage on February 17, 2014, from Wells Fargo to U.S. Bank; and a certificate of prove-up of attorney fees and costs.

¶ 11 With regard to defendants' affirmative defense, which alleged that plaintiff failed to give notice of acceleration prior to initiating foreclosure proceedings, U.S. Bank contended that it failed to raise a genuine issue of material fact because defendants alleged no particular facts, other than the conclusion that plaintiff failed to provide any notice of acceleration based on their alleged lack of receipt. U.S. Bank asserted that the Appellate Court had previously determined that such allegation was not an affirmative defense to a foreclosure lawsuit and was insufficient to raise a genuine issue of material fact to defeat summary judgment. See *CitiMortgage, Inc. v. Bukowski*, 2015 IL App (1st) 140780.

¶ 12 U.S. Bank further contended that it was otherwise entitled to summary judgment as a matter of law because its pleadings and affidavits filed established the same. In support of this contention, U.S. Bank asserted that the complaint along with the attached mortgage, note and loan modification agreements met the requirements of section 15-1504(a) (735 ILCS 5/15-1504(a) (West 2016)) of the Illinois Mortgage Foreclosure Law (Mortgage Foreclosure Law) and sufficiently pled a cause of action for foreclosure. According to U.S. Bank, if the borrower admitted to the validity of the loan documents, plaintiff has proven a *prima facie* case for judgment on the instrument under the Illinois Uniform Commercial Code (Commercial Code) (810 ILCS 5/3-308(b) (West 2016)) and defendants have not presented any *bona fide* factual defense under section 15-1506 of the Mortgage Foreclosure Law (735 ILCS 5/15-1506(a)(1),(2) (West 2016)). As such, defendant failed to produce a *bona fide* defense or raise a genuine issue of material fact with respect to the payment default as alleged in the complaint.

¶ 13 The Affidavit of Amounts Due and Owing was provided by Kevin Elliott, Senior Vice-President of Rushmore Loan Management Services, LLC (the servicer). Elliott averred that: the

servicer processed a loan for U.S. Bank that originated on April 16, 2007, for 3321 N. Oketo Avenue in Chicago; in the ordinary course of his employment at the servicer he was familiar with the servicer's book and records including the business records related to the loans serviced; in the ordinary course of business, the servicer maintained business records and a loan file for each loan serviced and it was the regular practice of the servicer to make and maintain such records; he had access to such records as a function of his employment and he reviewed, and was familiar with the business records of the subject loan; he had knowledge that the records kept with respect to any mortgage loan were comprised of entries made at or near the time of the event or occurrence by the persons trained and authorized to make such entries; the servicer acquired servicing rights to the loan on May 5, 2014, from Wells Fargo, at which time the loan was delinquent; records of the prior servicer were incorporated into the business records of the servicer; the amount due was based on defendants' payment history (attached); the servicer used MSP (computer system) to automatically track and record mortgage payments and transactions according to industry standards; all records were made in the regular course of business; all entries reflected defendants' payments made in accordance with the servicer's procedures; the computer system was properly operating to record defendants' payments; and the total amount due through October 28, 2016, was \$533,245.36.

¶ 14 The Notice of Default Affidavit was provided by Matthew Julian, Vice-President of Loan Documentation for Wells Fargo. He averred that: in the regular performance of his job functions, he was familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans; those records were made by or from information provided by persons with knowledge of the activity and transactions reflected in such records and are kept in the

course of business activity of Wells Fargo; on April 16, 2007, a mortgage on property located at 3321 N. Oketo Avenue was executed by defendants as security for a note, which was assigned to Wells Fargo and subsequently assigned to U.S. Bank on February 26, 2014; it was the standard practice of Wells Fargo to send a written notice of default following the borrower's default; as a result of his personal review of the business records maintained by Wells Fargo, he acquired personal knowledge of the business records attached; the business records (exhibit A to the affidavit), were computer-generated records, entries made at or near the time of occurrence in the ordinary course of business to make and keep records of communications regarding the subject account; the computer software used to generate the records was in place for the life of the communication histories, was periodically checked for reliability and could only be accessed by trained personnel with the requisite authority and clearance, of which he was one; the business record contained an entry that a written notice of default was sent by mail to defendants on or about December 6, 2012; he had personal knowledge that it was the ordinary course of business to make that entry with the computer-generated notice of default and a hard copy was sent by mail; a copy of the written notice of default was uploaded and saved to the computer record; the notice of default letter (exhibit B) was a true and correct copy of the written notice of default saved to the computer records associated with defendants' loan; and an identical copy was sent to defendants' at the property address.

¶ 15 The Loss Mitigation Affidavit, provided by Jared Kops, averred that: he was employed as AVP of Rushmore Loan Management, the mortgagee as defined in section 15-1208 (735 ILCS 5/15-1208 (West 2016)) of the Mortgage Foreclosure Law for the residential mortgage loan that was the subject of the pending case; his employer was the appropriate entity authorized

to extend loss mitigation to the mortgagors; he performed or caused to be performed a review of the records maintained in the ordinary course of the business of his employer related to the subject mortgage loan; the subject mortgage loan was eligible for loss mitigation options and "HAMP" modification²; phone calls were made and letters were sent to defendants; and the current status of loss mitigation efforts was not active as of September 30, 2016.

¶ 16 On February 1, 2017, defendants filed a response in opposition to plaintiff's motion for summary judgment, contending that there were material issues of fact as to U.S. Bank's right to enforce the note because there was no new endorsement to U.S. Bank from Wells Fargo³ and whether a notice of default and acceleration were mailed to defendants prior to filing the foreclosure case. Defendants also contended that U.S. Bank's affidavits were insufficient under Supreme Court Rule 191 (eff. Jan. 4, 2013).

¶ 17 U.S. Bank filed a reply in support of its motion for summary judgment on March 2, 2017, in which it addressed defendants' contention that the note had been altered, specifically stating that a blank endorsement was converted into a special endorsement when U.S. Bank was added. U.S. Bank contended that this was a common and proper practice under section 3-205 of the Illinois Uniform Commercial Code. 810 ILCS 5/3-205(c) (West 2016). U.S. Bank further asserted that these documents set forth a *prima facie* case of foreclosure, citing *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, in support. U.S. Bank also maintained that the Elliot and Julian affidavits were sufficient to support its motion for summary judgment.

² This term is undefined in the affidavit.

³ We note that the record contains a copy of Wells Fargo's motion to substitute U.S. Bank as party-plaintiff is included as part of defendants' exhibits to its opposition document. That motion to substitute contains as exhibits, an assignment of mortgage from Wells Fargo to U.S. Bank dated February 17, 2014, and an endorsement of the note from Wells Fargo to U.S. Bank as reflected on the allonge to note attached to the end of the note.

¶ 18 Defendants filed a supplemental response in opposition to U.S. Bank's motion for summary judgment on March 30, 2017, in which they again alleged that U.S. Bank failed to establish a *prima facie* basis for foreclosure because it neglected to introduce the note, mortgage or loan modification agreements into evidence. Defendants based this contention on the fact that those documents were not attached as exhibits to the summary judgment motion, although they did concede that those documents formed the basis of the complaint. Defendants also restated their assertion that the note attached to the complaint and the note submitted in support of Wells Fargo's motion to substitute plaintiff were different. Defendants also contested plaintiff's requested attorney fees. Defendants filed another motion to strike U.S. Bank's motions for summary judgment and judgment of foreclosure and sale which relied on the same arguments made in their supplemental response.

¶ 19 A supplemental certificate of prove-up of attorney fees and costs was filed by U.S. Bank on April 14, 2017.

¶ 20 The circuit court entered an order on April 20, 2017, denying defendants' motion to strike, giving U.S. Bank 28 days to file an affidavit explaining the variance between the note attached to the complaint and the note attached to plaintiff's motion to substitute and finding that plaintiff's requested attorney fees were reasonable.

¶ 21 On June 16, 2017, U.S. Bank filed an Affidavit of Mortgage provided by Kevin Elliott, Senior Vice-President of Rushmore Loan Management Services, LLC (Servicer), who averred as follows: that he had personal knowledge of the facts stated within the affidavit; that he was authorized to provide the affidavit on behalf of U.S. Bank; the servicer serviced a loan on behalf

of U.S. Bank that originated on August 16, 2007,⁴ securing property at 3321 N. Oketo Avenue in Chicago; he was employed by Servicer since January 2011; in the ordinary course of his employment at the servicer he was familiar with the servicer's book and records, including the business records related to the loans serviced; in the ordinary course of business, the servicer maintained business records and a loan file for each loan serviced and it was the regular practice of the servicer to make and maintain such records; he personally reviewed and was familiar with the business records and loan file for the subject loan and thus acquired personal knowledge of the business records described. Based on his review of the records, Elliott further averred as follows: Wells Fargo filed a foreclosure complaint on April 3, 2017⁵, with a true and correct copy of the subject note attached; the subject note bore a series of endorsements; the latest from Lori K. Venegonia of Wells Fargo endorsing the note in blank; on December 17, 2013, the investor of the loan changed from Wells Fargo to U.S. Bank but Wells Fargo remained the servicer of the subject loan on behalf of the new investor; on February 5, 2014, the servicing of the subject loan was transferred to Rushmore; and contemporaneous with those transfers, the endorsement of Venegonia was converted into a specific endorsement by placing two asterisks inside the blank endorsement and denoting with asterisks below that the note was being specifically endorsed to U.S. Bank.

¶ 22 On July 7, 2017, the circuit court entered an order for summary judgment, finding that defendants' answer to the complaint for foreclosure as pleaded without sufficient supporting documentation did not raise a genuine issue of material fact sufficient to preclude entry of

⁴ We note that the complaint, the mortgage attached to various documents throughout the record and other affidavits contained in the record identify the original mortgage date as April 16, 2007.

⁵ The complaint was filed on April 3, 2013, as noted in every other pleading in the record.

summary judgment in favor of U.S. Bank. On the same date, the circuit court also entered a judgment for foreclosure and sale, finding that "[a]ll the material allegations of the complaint * * * are true and proven."

¶ 23 Defendants filed a notice of appeal on December 18, 2017, seeking review of the circuit court's orders of April 20, 2017, denying defendants' motion to strike plaintiff's motion for summary judgment and motion for judgment; July 7, 2017, granting plaintiff's motion for summary judgment; and December 5, 2017, approving sale.

¶ 24 ANALYSIS

¶ 25 On appeal, defendants contend that: 1) summary judgment was inappropriate where plaintiff never submitted the note, mortgage or loan modification agreements into evidence and 2) the affidavits submitted in support of plaintiff's motion for summary judgment did not comply with Illinois Supreme Court Rule 191 (eff. Jan. 4, 2013). Defendants raise no specific contentions related to the circuit court's order approving the sale.

¶ 26 We first note that defendants' brief fails to fully comply with Illinois Supreme Court Rule 341. Ill. S. Ct. R. 341 (eff. July 1, 2017). Rule 341(h)(7) requires that the argument section contain "the contentions of the appellant and the reasons therefor, with citation of the authorities and the pages of the record relied on." Ill. S. Ct. R. 341(h)(7) (eff. July 1, 2017). With regard to defendants' contention on appeal that summary judgment was inappropriate where plaintiff never submitted the note, mortgage or loan modification agreements into evidence, their brief only mentions this contention in a sentence in passing, does not state the reasons for this contention, and does not cite to any authority in support of this contention. Issues not clearly defined and

sufficiently presented are waived. *In re Lieberman*, 379 Ill. App. 3d 585, 610 (2007). To the extent that this contention is unsupported or undeveloped, defendants' argument is forfeited.

¶ 27 Moreover, defendants have not provided this court with a report of proceedings, or acceptable substitute report of proceedings pursuant to Illinois Supreme Court Rule 323 (eff. July 1, 2017). It is the duty of the appellant to present this court with a sufficiently complete record of the trial court proceedings to support his claims of error. *Midstate Siding & Window Co. v. Rogers*, 204 Ill. 2d 314, 319 (2003). Therefore, when the issue on appeal relates to the conduct of a hearing or proceedings, the absence of a transcript or other record of that proceeding means this court must presume the order entered by the circuit court was in conformity with the law and had a sufficient factual basis. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 392 (1984). Any doubts which may arise from the incompleteness of the record will be resolved against the appellant. *Foutch*, 99 Ill. 2d at 392.

¶ 28 Defendants' violation of these rules, however, does not hinder our review of the merits of their appeal because we have the benefit of the motions, the circuit court orders and the briefs. Accordingly, we will consider the merits of this appeal. See *Budzileni v. Department of Human Rights*, 392 Ill. App. 3d 422, 440-41 (2009).

¶ 29 Defendants first contend that summary judgment was inappropriate where plaintiff never submitted the note, mortgage or loan modification agreements into evidence as attachments to the motion for summary judgment. We disagree.

¶ 30 A circuit court is permitted to grant summary judgment only "if 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 a judgment as a

matter of law." 735 ILCS 5/2-1005(c) (West 2016). " 'Summary judgment is a drastic remedy and should be allowed only when the right of the moving party is clear and free from doubt.' " *Northbrook Bank & Trust Co. v. 2120 Div. LLC*, 2015 IL App (1st) 133426, ¶ 38, quoting *Jones v. Chicago HMO Ltd. Of Illinois*, 191 Ill. 2d 278, 291 (2000). We review *de novo* the circuit court's decision to grant a motion for summary judgment. *US Bank, Nat. Ass'n v. Avdic*, 2014 IL App (1st) 121759, ¶ 18. In addition, we review *de novo* a trial court's ruling regarding the sufficiency of an affidavit which supports a motion for summary judgment. *Northbrook Bank*, 2015 IL App (1st) 133426, ¶ 38.

¶ 31 Here, defendants apparently ignore that a ruling on a summary judgment motion considers the pleadings and affidavits on file in the record, not just the documents attached to the motion for summary judgment. Additionally, in Illinois, in ruling on a foreclosure action, a court can rely on the copy of the note attached to the complaint. See *Parkway Bank and Trust Co. v. Korzen*, 2013 IL App (1st) 130380, ¶ 32 (production of the original note in court, rather than simply relying on the copy attached to the complaint is not a required element of proof in a foreclosure case). Here, there is no question that the mortgage, note, loan modification agreements and assignment of loan were attached to the foreclosure complaint filed in 2013 and were resubmitted with various other pleadings contained within the 1,395 page record. We conclude that defendants' contention is without merit.

¶ 32 We now turn to defendants' contention that the trial court improperly granted summary judgment in favor of U.S. Bank because the affidavits it submitted in support of its summary judgment motion did not comply with Supreme Court Rule 191 (eff. Jan. 4, 2013). Defendants

assert that the affidavits of Kevin Elliot and Mathew Julian should have been stricken for failure to attach sworn or certified copies of the documents they relied upon.

¶ 33 With regard to Elliot's affidavit, defendants contend that no basis of knowledge is provided for Elliot's statements other than his access and review of records his company maintains for loans that it services and U.S. Bank did not attach sworn or certified copies of any of the written documents memorializing the loan he describes, the security for the loan, or the two subsequent modifications for the loan, but instead only included a breakdown of the amounts due under the note.

¶ 34 With regard to Julian's affidavit, defendants contend that Julian's statements were based on his access to and review of the records of his employer, Wells Fargo, a previous servicer of defendants' loan, records which included data compilations, electronically imaged documents, loan payment histories, computer generated records, and copies of origination documents. According to defendants, Julian averred to the date the mortgage was executed as security for the note and the secured property, but it was not attached to the affidavit. Additionally, defendants assert that Julian offered no basis of knowledge for his various statements other than his review of documents as a vice-president of Wells Fargo.

¶ 35 Defendants maintain that U.S. Bank "made no effort to submit the note, mortgage and loan modifications on which its claims were based," thus the entry of summary judgment was not supported by evidentiary facts and there was a material question of fact as to whether or not a notice of default was issued to defendants in compliance with the terms of the mortgage." Again we must disagree with defendants' contention.

¶ 36 As previously noted, a ruling on a summary judgment motion considers the pleadings and affidavits on file in the record, not just the documents attached to the motion for summary judgment. 735 ILCS 5/2-1005(c) (West 2016). Again, there is no question that the mortgage, note, loan modification agreements and assignment of loan were filed with the foreclosure complaint in 2013 and were resubmitted with various other pleadings contained within the 1,395 page record.

¶ 37 The form of affidavits used in connection with motions for summary judgment is governed by Supreme Court Rule 191 (eff. Jan. 4, 2013). Rule 191 provides, in pertinent part:

"Affidavits in support * * * a motion for summary judgment under section 2-1005 of the Code of Civil Procedure * * * shall be made on this personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; 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. S. Ct. R. 191(a) (eff. Jan. 4, 2013).

Accordingly, a Rule 191 affidavit must not contain mere conclusions and must include the facts upon which the affiant relied. *Avdic*, 2014 IL App (1st) 121759, ¶ 22.

¶ 38 This court has previously rejected similar arguments in *Bank of America, N.A. v. Land*, 2013 IL App (5th) 120283, *Avdic*, 2014 IL App (1st) 121759, and *Northbrook Bank*, 2015 IL App (1st) 133426.

¶ 39 In *Land*, this court concluded that the summary judgment affidavit of the bank's assistant vice president was admissible pursuant to the business records exception to the hearsay rule codified in Supreme Court Rule 236 (Ill. S. Ct. R. 236 (eff. Aug. 1, 1992)) and provided a sufficient basis upon which to conclude the bank was entitled to judgment as a matter of law. *Bank of America, N.A. v. Land*, 2013 IL App (5th) 120283, ¶¶ 12-14.

¶ 40 In *Avdic*, this court concluded that the bank employee's summary judgment affidavit contained sufficient factual detail to satisfy Supreme Court Rule 191 (eff. Jan. 4, 2013) and that the factual averments in the employee's affidavit satisfied the foundational requirements for admission of the bank's computer records into evidence. *Avdic*, 2014 IL App (1st) 121759, ¶¶ 22-27.

¶ 41 Finally, in *Northbrook Bank*, this court concluded that the supporting affidavits were factually detailed and were accompanied by the documents relied on and addressed the affiants' personal knowledge about the loan file and the reliability of the accounting records. *Northbrook Bank*, 2015 IL App (1st) 133426, ¶ 44.

¶ 42 Turning to the case at bar, our examination of the affidavits submitted in support of U.S. Bank's summary judgment motion reveal that they were factually sufficient to satisfy the requirements of Rule 191. Each of the affidavits included the affiant's background and familiarity with the subject loan and identified various business records related to the loan. The affiants averred that they had personal knowledge of the record-keeping systems used to maintain the loan records and that they personally reviewed the records related to the loan. Moreover, we note that defendants did not file any counteraffidavits or other evidentiary material to contest U.S. Bank's affidavits, thus the facts in the affidavits stood uncontradicted.

No. 1-17-3166

Northbrook Bank, 2015 IL App (1st) 133426, ¶ 43. We find that defendants' argument has no merit.

¶ 43

CONCLUSION

¶ 44 For the foregoing reasons, the judgment of the circuit court of Cook County is affirmed.

¶ 45 Affirmed.