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2019 IL App (3d) 180324-U

Order filed April 3, 2019

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

2019

US BANK TRUST NATIONAL)	Appeal from the Circuit Court
ASSOCIATION, not in its individual capacity)	of the 12th Judicial Circuit,
but solely as Delaware Trustee, and US BANK)	Will County, Illinois.
NATIONAL ASSOCIATION, not in its)	
individual capacity but solely as Co-Trustee for)	
Government Loan Securitization Trust)	
2011-FV1,)	
)	
Plaintiff-Appellee,)	
)	
v.)	Appeal No. 3-18-0324
)	Circuit No. 13-CH-2883
ROSEMARY COOK, CYNTHIA LOGAN,)	
a/k/a CYNTHIA D. LOGAN, DELSHAWN E.)	
LOGAN, CATALYST INTERVENTIONS,)	
LLC, UNKNOWN OTHERS and)	
NONRECORD CLAIMANTS,)	
)	
Defendants)	The Honorable
)	Mark Thomas Carney,
(Cynthia D. Logan, Defendant-Appellant).)	Judge, Presiding.

JUSTICE LYTTON delivered the judgment of the court.
Justices Carter and O'Brien concurred in the judgment.

ORDER

¶ 1 *Held:* Trial court properly struck mortgagor’s affirmative defense, dismissed mortgagor’s counterclaims and granted summary judgment to mortgagee in foreclosure action where mortgagee defaulted on mortgage payments.

¶ 2 Plaintiff US Bank Trust National Association filed a complaint for foreclosure against defendant Cynthia D. Logan and others. Logan filed an affirmative defense and counterclaims. US Bank filed a motion to dismiss the counterclaims and a motion to strike the affirmative defense, which the trial granted. Thereafter, US Bank filed a motion for summary judgment on its foreclosure complaint, which the trial court granted, along with a judgment of foreclosure and sale. On appeal, Logan argues that the trial court erred in (1) striking her affirmative defense, (2) dismissing her counterclaims, (3) denying her request for leave to assert an additional affirmative defense, and (4) granting summary judgment to US Bank. We affirm.

¶ 3 **FACTS**

¶ 4 In December 1998, defendant Logan and co-borrower Rosemary Cook entered into a mortgage contract with Platinum Home Mortgage. The loan was secured by real property located at 590 Greystone Lane in Bolingbrook. Platinum specially indorsed the note to Homeside Lending. Homeside Lending then endorsed the note in blank.

¶ 5 In December 2006, Wells Fargo Bank, N.A., acquired the servicing rights to Logan’s loan. In 2011, Logan executed a loan modification agreement with Wells Fargo.

¶ 6 In September 2013, US Bank filed a foreclosure complaint against defendant Logan and others. The complaint alleged that Logan executed a mortgage in the amount of \$165,849 on December 16, 1998, and the mortgage was recorded on December 31, 1998 in Will County. US Bank alleged that it is “the holder of the indebtedness secured by the mortgage.” The complaint further alleged that Logan defaulted on her mortgage payments from April 2013 through the time of filing the complaint, and the balance owed was \$197,243.98 at that time. Attached to the

complaint were copies of the note, mortgage, assignments of mortgage and the Wells Fargo loan modification agreement.

¶ 7 In August 2014, Logan filed her first amended answer and affirmative defense. In her answer, Logan admitted that she was in default on her mortgage for monthly payments due in April 2013 and each month thereafter, and that the balance due on the note and mortgage as of the date US Bank filed its foreclosure complaint was \$197,243.98, plus interest, costs and fees. For her affirmative defense, Logan alleged that Wells Fargo failed to arrange a face-to-face interview with her, as required by Department of Housing and Urban Development (HUD) regulations. US Bank responded, denying that it or Wells Fargo violated any regulations and asserted that “reasonable efforts” were made to arrange a face-to-face meeting with Logan.

¶ 8 In June 2017, Logan filed a second amended counterclaim, consisting of seven counts: (I) breach of contract, (II) promissory estoppel, (III) *respondeat superior* and negligent supervision, (IV) fraudulent misrepresentation/concealment, (V) negligent misrepresentation/concealment, (VI) violation of the Truth in Lending Act, and (VII) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. Logan also reasserted her affirmative defense, alleging that Wells Fargo did not offer her a “face-to-face interview” as required by HUD regulations.

¶ 9 US Bank filed a motion to dismiss Logan’s second amended counterclaim and for summary disposition of Logan’s affirmative defense. Attached to the motion was the affidavit of Jeremiah Herberg, Wells Fargo’s Vice President of Loan Documentation. Herberg averred that Wells Fargo attempted to contact Logan by (1) sending her certified letters on October 23, 2012, and September 27, 2013, requesting a “face-to-face meeting”, (2) mailing a flyer to the mortgaged property on March 18, 2013, instructing Logan to “call Wells Fargo’s Home Preservation Department to arrange a face-to-face meeting”, (3) and sending a vendor to the

property on March 19, 2013, who left a flyer on Logan's door, instructing her to call to "arrange an in-person meeting." Attached to the affidavit were copies of the letters and flyers Wells Fargo provided to Logan.

¶ 10 In August 2017, the trial court entered an order striking Logan's affirmative defense and dismissing all but one of her counterclaims. The trial court ordered additional proceedings with respect to her Truth in Lending Act counterclaim. US Bank filed an answer and affirmative defenses to Logan's counterclaim, arguing that it was barred by the applicable statutes of limitations and repose.

¶ 11 In October 2017, US Bank filed a motion for summary judgment, a motion for order of default, and a motion for judgment for foreclosure and sale. Attached thereto was an "Affidavit of Amounts Due and Owing" from Kimberly A. Mueggenberg, Vice President of Loan Documentation for Wells Fargo, the servicing agent for Logan's mortgage. Mueggenberg averred that she was familiar with the business records that Wells Fargo made in the regular course of its business with respect to Logan's mortgage. Mueggenberg averred that Logan "failed to pay amounts due under the Note" and identified \$281,775.11 as the total "amount due and owing as of October 3, 2017." Mueggenberg explained that the calculation was based on her review of Wells Fargo's business records. Attached to the affidavit were over 100 pages of business records Mueggenberg used to make her calculation.

¶ 12 US Bank also filed a motion for summary judgment on Logan's counterclaim, arguing that the Truth In Lending Act did not apply to Logan's loan modification, or, alternatively, that the statute of limitations barred the counterclaim. The trial court granted US Bank's motion for summary judgment.

¶ 13 Logan filed responses to US Bank’s motion for summary judgment, motion for order of default and motion for judgment for foreclosure and sale, to which she attached a letter from Alyssia Benford, CPA, stating that the documentation Logan received from US Bank did not provide her “with enough detail to assist Ms. Logan with responding to the default judgment [*sic*] and foreclosure sale.” The trial court ordered US Bank to provide a clear copy of payment history to Logan. US Bank provided additional documents to Logan. Following a hearing, in January 2018, the trial court granted US Bank’s motions and entered an order of default against Logan, an order for summary judgment in favor of US Bank, and judgment for foreclosure and sale in favor of plaintiff and against defendant.

¶ 14 In February 2018, Logan filed several motions, including motions to vacate the trial court’s orders, to correct the trial court’s orders, seeking leave to file an additional affirmative defense challenging US Bank’s standing to file the foreclosure action, and seeking to add supporting documents. The trial court denied all of Logan’s motions. After the Notice of Sale was issued, Logan filed a notice of motion to stay the foreclosure sale, which the trial court granted. A sheriff’s sale occurred, and plaintiff filed a motion for an order approving the report of sale and distribution. Logan objected based on the court’s order staying the foreclosure sale. The trial court denied plaintiff’s motion for an order approving the report of sale. The court vacated the sheriff’s sale of the property and directed the sheriff to return the sale funds to the purchaser.

¶ 15 ANALYSIS

¶ 16 I. Affirmative Defenses

¶ 17 A. HUD Regulations

¶ 18 Logan first argues that the trial court erred in striking her affirmative defense based on Wells Fargo’s alleged failure to provide her with a “face-to-face” meeting in violation of HUD regulations.

¶ 19 We review *de novo* the trial court’s decision to strike an affirmative defense. *Storino, Ramello and Durkin v. Rackow*, 2015 IL App (1st) 142961, ¶ 35. The burden of proving an affirmative defense is on the defendant. *Bauer v. Sawyer*, 6 Ill. App. 2d 178, 194 (1955). If the defendant carries its burden, the burden then shifts to the plaintiff, who must establish that the affirmative defense is unfounded. *Philadelphia Indemnity Insurance Co. v. Pace Suburban Bus Service*, 2016 IL App (1st) 151659, ¶ 22. “The plaintiff may establish this by presenting ‘affidavits or other proofs.’ ” *Id.* (citing 735 ILCS 5/2-619(c) (West 2010)). Where one party files an affidavit and the other party does not file a counteraffidavit in response, the facts alleged in the affidavit must be taken as true. *Loughman Cabinet Co. v. C. Iber & Sons, Inc.*, 46 Ill. App. 3d 873, 876 (1977).

¶ 20 HUD regulations state: “The mortgagee must have a face-to-face interview with the mortgagor, or make a reasonable effort to arrange such a meeting, before three full monthly installments due on the mortgage are unpaid. 24 C.F.R. § 203.604(b) (1997). “A reasonable effort to arrange a face-to-face meeting with the mortgagor” must consist of (1) at least one letter sent to the mortgagor certified by the Postal Service, and (2) at least one trip to see the mortgagor at the mortgaged property. 24 C.F.R. § 203.604(d) (1997).

¶ 21 Here, US Bank submitted the affidavit of Herberg, a Wells Fargo employee, stating that two certified letters, requesting a face-to-face meeting, were sent to Logan. Herberg also stated that an individual acting on behalf of Wells Fargo visited the mortgaged property, but Logan was not home, so the individual left a flyer, requesting a face-to-face meeting. Herberg’s affidavit

establishes compliance with the applicable HUD regulations. See 24 C.F.R. § 203.604(b), (d) (1997). Logan did not file a counteraffidavit, so we must take the facts asserted by Herberg to be true. See *Loughman Cabinet Co.*, 46 Ill. App. 3d at 876. Thus, Logan failed to prove that Wells Fargo violated HUD regulations, and the trial court properly struck her affirmative defense.

¶ 22 B. Leave to Add Additional Affirmative Defense of Lack of Standing

¶ 23 Logan contends that the trial court erred in denying her motion for leave to add the affirmative defense of lack of standing. Logan filed the motion after the trial court granted summary judgment to US Bank.

¶ 24 An affirmative defense not raised before or during summary judgment proceedings is forfeited and cannot be raised in a posttrial motion. See *US Bank National Ass'n v. Avdic*, 2014 IL App (1st) 121759, ¶ 34. We will not reverse a trial court's denial of an amendment absent an abuse of discretion. See *Ulm v. Memorial Medical Center*, 2012 IL App (4th) 110421, ¶ 51.

¶ 25 Here, Logan filed her motion to leave to add an additional affirmative defense two years after she filed her original affirmative defense and after the trial court entered summary judgment in favor of US Bank. By failing to file her motion prior to the trial court's summary judgment order, Logan forfeited that affirmative defense. The trial court's decision to deny Logan's posttrial motion to add the additional affirmative defense of lack of standing was not an abuse of discretion.

¶ 26 Nevertheless, the record supports that US Bank had standing to bring foreclosure proceedings against Logan. A note endorsed in blank is payable to the bearer and may be negotiated by transfer of possession alone. See 810 ILCS 5/3-205(b) (West 2018). Transfer of a note endorsed in blank constitutes an assignment of the mortgage securing the debt, and, thus, the holder of the note is deemed the mortgagee and is entitled to bring foreclosure proceedings.

U.S. Bank Trust National Association v. Hernandez, 2017 IL App (2d) 160850, ¶ 18. A plaintiff's possession of a note endorsed in blank is sufficient to establish standing. *Id.*

¶ 27 Here, US Bank attached a copy of the note endorsed in blank to its foreclosure complaint. It also alleged in its foreclosure complaint that it is the holder of the note. The allegations in US Bank's complaint establish its standing to bring the foreclosure complaint. See *id.*

¶ 28 II. Counterclaims

¶ 29 Logan also contends that the trial court erred in dismissing her counterclaims for breach of contract, promissory estoppel, *respondeat superior* and negligent supervision, fraudulent misrepresentation and/or concealment, negligent misrepresentation and/or concealment, violation of the Truth in Lending Act, and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act.

¶ 30 Logan's counterclaims were dismissed pursuant to sections 2-615 and 2-619 of the Illinois Code of Civil Procedure (Code) (735 ILCS 5/2-615, 2-619 (West 2018)). We review those dismissals *de novo*. *Bayview Loan Servicing, LLC v. Szpara*, 2015 IL App (2d) 140331, ¶ 17.

¶ 31 A. Breach of Contract

¶ 32 Logan's first counterclaim alleges breach of contract. To establish a claim for breach of contract, the plaintiff must allege and prove the following elements: (1) the existence of a valid and enforceable contract, (2) performance by the plaintiff, (3) breach of contract by the defendant, and (4) injury to the plaintiff as a result of the breach. *Burkhart v. Wolf Motors of Naperville, Inc.*, 2016 IL App (2d) 151053, ¶ 14. In a breach-of-contract action, the plaintiff "must assert and present some evidence that she fulfilled her obligations under the contract." *Finch v. Illinois Community College Board*, 315 Ill. App. 3d 831, 836 (2000).

¶ 33 In her first counterclaim, Logan alleged the existence of loan modification agreements between herself and Wells Fargo made in 2009 and 2011. She further alleged that she complied with all of Wells Fargo’s “required conditions.” However, Logan failed to allege that she made the mortgage payments required by the 2011 loan modification agreement, and she never denied that she defaulted on her mortgage payments beginning in March 2013, and continuing each month thereafter. Because Logan did not fulfill her duties under the 2011 loan modification agreement, her breach of contract counterclaim was properly dismissed. See *Finch*, 315 Ill. App. 3d at 836.

¶ 34 B. Promissory Estoppel

¶ 35 Logan’s second counterclaim alleges promissory estoppel. To establish a claim for promissory estoppels, the plaintiff must prove that (1) the defendant made an unambiguous promise to the plaintiff, (2) the plaintiff relied on such promise, (3) the plaintiff’s reliance was expected and foreseeable by the defendant, and (4) plaintiff relied on the promise to her detriment. *Newton Tractor Sales, Inc. v. Kubota Tractor Corp.*, 233 Ill. 2d 46, 51 (2009). An essential element of the doctrine is that the promisee acted to her detriment in reliance on the promise. *Dewein v. Dewein’s Estate*, 30 Ill. App. 2d 446, 449 (1961).

¶ 36 Here, Logan alleges that Wells Fargo promised to remove the co-borrower, Rosemary Cook, from her loan documents and that she “relied on the promise to her detriment as her credit rating has been negatively impacted by the infusion of Rosemary Cook’s signature on the mortgage loan.” However, Logan fails to allege how or what she did in reliance on Wells Fargo’s alleged promise to her. Logan does not allege that she would not have signed the loan modification documents if the promise had not been made. Because Logan did

not allege that she acted in reliance on Wells Fargo's alleged promise, the trial court properly dismissed her promissory estoppel claim. See *id.*

¶ 37 III. *Respondeat Superior* and Negligent Supervision

¶ 38 Logan's third counterclaim is for *respondeat superior*/negligent supervision. Under the theory of *respondeat superior*, an employer can be held liable for the torts of its employees when they are committed within the scope of employment. *Dennis v. Pace Suburban Bus Service*, 2014 IL App 1st 132397, ¶ 12. "Under *respondeat superior*, an employer's vicarious liability extends to the negligent, willful, malicious or even criminal acts of its employees, when those acts are committed with the scope of employment." *Id.*

¶ 39 The tort of negligent supervision is distinct from a claim of *respondeat superior*. *National R.R. Passenger Corp. v. Terracon Consultants, Inc.*, 2014 IL App (5th) 130257, ¶ 15. Negligent supervision is a direct, not vicarious, claim of negligence against the employer. *Id.* It requires the plaintiff to prove that the employer itself was negligent. *Id.*

¶ 40 In order to survive a motion to dismiss, a complaint must allege fact which, when considered, establish and substantiate the cause of action the plaintiff seeks to state. *Segall v. Berkson*, 139 Ill. App. 3d 325, 328 (1985). Conclusions of fact unsupported by allegations of the specific facts on which they rest, as well as conclusions of law, are irrelevant in determining whether a proper factual basis for a cause of action is alleged. *Id.*

¶ 41 Here, Logan alleged that Wells Fargo: (1) "[f]ailed to properly train and supervise its' [*sic*] employees and agents in the correct and accurate processing of loan documents, (2) "[c]arelessly allowed improper information to be placed on Logan's modification documents," and (3) "[a]llowed its employees and agents to misrepresent factual material of ownership and mortgagors' [*sic*] of Logan's property." These are factual conclusions unsupported by allegations

of specific facts. They fail to state a cause of action for *respondeat superior* or negligent supervision. The trial court properly dismissed this counterclaim.

¶ 42 IV. Fraudulent Misrepresentation/Concealment

¶ 43 The elements of a cause of action for fraudulent misrepresentation, a form of common law fraud, are: (1) a false statement of material fact; (2) known or believed to be false by the party stating it; (3) intent to induce the other party to act; (4) action in reliance by the other party; and (5) damage as a result of that reliance. *Hirsch v. Feuer*, 299 Ill. App. 3d 1076, 1085 (1998). To state a cause of action for fraudulent concealment, the plaintiff must allege that the defendant concealed a material fact when it was under a duty to disclose the fact to the plaintiff. *Id.* at 1086.

¶ 44 Fraudulent misrepresentation and fraudulent concealment claims are subject to a five-year statute of limitations. See *Gillespie Community Unit School District No. 7, Macoupin County v. Wight & Co.*, 2014 IL 115330, ¶ 52 (fraudulent misrepresentation); *Hauk v. Reyes*, 246 Ill. App. 3d 187, 191 (1993) (fraudulent concealment). Under section 2-619(a)(5) of the Code, a defendant may raise a statute of limitations issue in a motion to dismiss. *Hermitage Corp. v. Contractors Adjustment Co.*, 166 Ill. 2d 72, 84 (1995).

¶ 45 Here, Logan alleges that Wells Fargo committed fraudulent misrepresentation/concealment by including her ex-husband's name on loan modification documents. According to the facts alleged in Logan's counterclaim, her ex-husband's name was removed from the loan modification documents by 2009. Based on the applicable statutes of limitations, Logan was required to bring this claim no later than 2014. However, Logan did not file her first amended counterclaim, which alleged fraudulent misrepresentation/concealment until 2017. Thus, this claim was properly dismissed as untimely, pursuant to section 2-619(a)(5) of the Code. See 735 ILCS 2-619(a)(5) (West 2018).

¶ 46

V. Negligent Misrepresentation/Concealment

¶ 47

To assert a claim for negligent misrepresentation, a plaintiff must plead these essential elements: (1) a false statement of material fact, (2) carelessness or negligence in ascertaining the truth of the statement by the party making the statement, (3) the intention to induce the plaintiff to act, (4) the plaintiff's action in reliance on the truth of the statement, (5) damages resulting from the reliance, and (6) the party making the statement is under a duty to communicate accurate information. *First Midwest Bank, N.A. v. Stewart Title Guaranty Co.*, 218 Ill. 2d 326, 334-35 (2006). A claim for negligent misrepresentation is governed by the five-year statute of limitations contained in section 13-205 of the Code (735 ILCS 5/13-205 (West 2018)). *Ko v. Eljer Industries, Inc.*, 287 Ill. App. 3d 35, 43 (1997).

¶ 48

This counterclaim is pled alternatively to Logan's fraudulent misrepresentation/concealment claim. She alleges the same facts as those in her prior counterclaim -- that the original loan modification documents included her ex-husband's name on the title of the property. However, as stated above, Logan's counterclaim alleges that her ex-husband's name was removed from the documents by 2009. Because Logan did not file this counterclaim until 2017, the trial court properly dismissed it as untimely.

¶ 49

VI. Truth In Lending Act

¶ 50

The Truth in Lending Act and its regulations "generally require that certain material disclosures be made to a consumer seeking an extension of credit secured by the consumer's residence." *CitiMortgage, Inc. v. Bukowski*, 2015 IL App (1st) 140780, ¶ 20. Those disclosures include the creditor, the amount financed, the finance charge, the annual percentage rate, and the payment schedule. *Id.* (citing 12 C.F.R. § 1026.18 (2006)). The Truth in Lending Act applies

“only in connection with the original extension of credit to a consumer.” *Id.* It “does not apply to loan modifications.” *Id.* ¶ 21.

¶ 51 Here, Logan alleges that Wells Fargo violated the Truth in Lending Act by failing to provide her with certain disclosures when Wells Fargo allegedly entered into a loan modification agreement with her in 2009. However, Wells Fargo had no obligation to provide disclosures in 2009 because the Truth In Lending Act “does not apply to loan modifications.” See *id.* The trial court properly found that Logan was not entitled to relief on this claim.

¶ 52 VII. Illinois Consumer Fraud and Deceptive Business Practices Act

¶ 53 To state a claim under the Illinois Consumer Fraud and Deceptive Business Practices Act (Consumer Fraud Act), the plaintiff must show: (1) a deceptive act or practice by the defendant, (2) the defendant’s intent that the plaintiff rely on the deception, (3) the deception occurred in the course of trade or commerce, and (4) the consumer fraud proximately caused the plaintiff’s injury. *Avon Hardware Co. v. Ace Hardware Corp.*, 2013 IL App (1st) 130750, ¶ 23. Actions brought under the Consumer Fraud Act must be commenced within three years. 815 ILCS 505/10a(e) (West 2018).

¶ 54 Here, Logan asserts that Wells Fargo’s alleged fraudulent conduct consisted of misrepresenting ownership of her property to the Illinois Attorney General’s Office in 2011. However, Logan did not file her Consumer Fraud claim until 2017, six years after the allegedly fraudulent conduct occurred. The trial court properly dismissed this counterclaim as untimely. See *id.*

¶ 55 VIII. Summary Judgment

¶ 56 Finally, Logan argues that the trial court erred in granting summary judgment to US bank on its foreclosure complaint.

¶ 57 Summary judgment is proper when “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law.” 735 ILCS 5/2-1005(c) (West 2018). To survive a motion for summary judgment, the nonmoving party need not prove her case but must present some evidence that would arguably entitle her to judgment. *PNC Bank, National Ass’n v. Zubel*, 2014 IL App (1st) 130976, ¶ 13. Summary judgment is “an appropriate mechanism to employ to expeditiously dispose of a lawsuit when the moving party’s right to a judgment in its favor is clear and free from doubt.” *Id.* A trial court’s ruling on a motion for summary judgment is subject to *de novo* review. *Id.*

¶ 58 Pursuant to Illinois law, a mortgagee may foreclose its interest in real property on the default of a condition in the instrument. *Id.* ¶ 18. A mortgagee establishes a *prima facie* case for foreclosure with the introduction of the mortgage and note, after which the burden of proof shifts to the mortgagee to prove any applicable affirmative defense. *Id.*

¶ 59 Here, US Bank filed its foreclosure complaint identifying itself as the legal holder of the mortgage and attached copies of the mortgage and note to its complaint. US bank alleged that Logan defaulted on her mortgage obligations. To substantiate its claim of default and its entitlement to judgment, US Bank submitted the “Affidavit of Amounts Due and Owing” from Kimberly A. Mueggenberg, which provided details regarding Logan’s default on her mortgage. Mueggenberg indicated that she was familiar with Logan’s mortgage and the records Wells Fargo created and maintained with respect to that mortgage. Mueggenberg confirmed that Logan had not complied with her mortgage obligations and identified \$281,775.11 as the amount “due and owing” to US Bank. The business records on which Mueggenberg relied were also submitted in support of US Bank’s motion for summary judgment.

¶ 60 Based on US Bank's filings, which were supported by both an affidavit and documentary evidence, US Bank presented sufficient evidence to establish a *prima facie* case that Logan defaulted on her mortgage obligations and that foreclosure was warranted. While Logan raised affirmative defenses and counterclaims against US Bank, she admitted that she defaulted on her mortgage payments beginning in April 2013, and continuing thereafter. Thus, there was no genuine issue of material fact regarding Logan's default. Further, because all of Logan's affirmative defenses and counterclaims lacked merit, the trial court properly granted summary judgment in favor of US Bank.

¶ 61 CONCLUSION

¶ 62 The judgment of the circuit court of Will County is affirmed.

¶ 63 Affirmed.