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IN THE
APPELLATE COURT OF ILLINOIS
SECOND DISTRICT

WAHIR S. NARANG and BHUPINDER)	Appeal from the Circuit Court
NARANG,)	of Du Page County.
)	
Plaintiffs-Appellants,)	
)	
v.)	No. 13-CH-877
)	
BAC HOME LOAN SERVICING, LP, f/k/a)	
Countrywide Home Loan Servicing, LP,)	Honorable
)	Bonnie M. Wheaton,
Defendant-Appellee.)	Judge, Presiding.

JUSTICE SCHOSTOK delivered the judgment of the court.
Justices Hutchinson and Spence concurred in the judgment.

ORDER

¶ 1 *Held:* Although plaintiffs had obtained a default, the trial court properly dismissed their complaint *sua sponte* if their complaint was meritless, and plaintiffs raised no coherent ground for reversal on the merits and in any event did not provide a record sufficient to demonstrate that the court erred.

¶ 2 Plaintiffs, Wahir S. and Bhupinder Narang, filed a *pro se* complaint against BAC Home Loan Servicing LP (BAC), formerly known as Countrywide Home Loan Servicing, LP (Countrywide). BAC did not appear and was found in default. At what was to be the prove-up, the trial court *sua sponte* dismissed the complaint. Plaintiffs appeal *pro se*. We affirm.

¶ 3 On March 8, 2013, plaintiffs filed a *pro se* “Complaint to Quiet Title” to their residential property. The complaint alleged as follows. Plaintiffs derived title to the property via a warranty deed, recorded August 18, 2005, from Mariano Tagorda and Sonia Patel, to Wahir S. Narang. (A copy of the deed was attached to the complaint as “Exhibit A.”) BAC was “not a registered entity, (involuntary dissolution), not licensed to do business, and not doing business here legally.” Countrywide was not licensed to do business in Illinois. On July 25, 2005, BAC, then known as Countrywide, recorded a mortgage on the property.

¶ 4 The complaint referred to “Exhibit B” as a copy of the July 25, 2005, mortgage. Exhibit B consists of two parts. The first part reads, in full:

“Mortgage dated July 29, 2005, made by Wahir S. Narang, a married man to MERS, as Nominee for Draper and Kramer Mortgage Corp.. [*sic*] its successors and or [*sic*] assigns to secure an indebtedness in the amount of \$184,000.00.

The effective date of this policy is extended to include the recording date of the deed(s) to the insured(s) and/or the insured mortgage(s) as shown in Schedule A.”

MERS is Mortgage Electronic Registration Systems, Inc. (MERS hereafter).

¶ 5 The second part of Exhibit B is a seven-page document entitled “MORTGAGE (Line of Credit).” It was recorded April 20, 2006, and signed by plaintiffs as mortgagors. It states that plaintiffs “mortgage[d], grant[ed] and convey[ed]” their property to MERS, solely as the nominee of Countrywide, the lender, in consideration for a loan of \$23,000.

¶ 6 The complaint alleged further as follows. On May 3, 2011, BAC recorded a “fraudulent assignment of mortgage” to MERS “as nominee for Countrywide.” The assignment was “a fraudulent concealment of assets as alleged herein by Defendant, MERS and Countrywide.” The complaint attached the assignment as “Exhibit C.” The exhibit includes a three-page document,

recorded May 3, 2011, stating that MERS (as the nominee of Countrywide), the mortgagee under the April 20, 2006, mortgage, assigned all the beneficial interest in that mortgage to BAC. There is also a one-page document, recorded on July 10, 2012, and entitled “Assignment of Mortgage,” stating that MERS assigned to BAC all the beneficial interest in the April 20, 2006, mortgage.

¶ 7 The complaint alleged further that, on April 29, 2011, BAC sued to foreclose against plaintiffs and later obtained a “fraudulent” judgment of foreclosure. Afterward, BAC admitted that it had no right to the judgment, and it instructed MERS to release the mortgage. On October 25, 2012, MERS did so by recording a document, a copy of which was attached to the complaint as “Exhibit D.” The document states that MERS acknowledged that, as the mortgagee under the April 20, 2006, mortgage, it had received full payment of the mortgage and hereby cancelled it. The complaint alleged that BAC had abandoned its interest in plaintiffs’ property but had not “released the fraudulently obtained note secured thereon,” dismissed the improperly-filed foreclosure action, or “dismissed the judgment obtained thereon.” (The complaint did not attach a copy of either the foreclosure complaint or the foreclosure judgment.)

¶ 8 The complaint alleged further, “None of the Mortgages, promissory notes secured thereon, assignments or judgments obtained thereon [were] valid,” because (1) BAC had committed mail fraud, wire fraud and bank fraud, violations of several federal and state statutes, and “[v]iolations of the Consent Order issued by the Office of the Comptroller of the Currency” (the complaint did not explain these conclusional allegations or the reference to the “Office of the Comptroller of the Currency” and its “Consent Order”); and (2) the “assignment to a trust that is not licensed to do business here, and not registered in ILLINOIS is in violation of the 740 ILCS 160/ Uniform Fraudulent Transfer Act [*sic*].”

¶ 9 The complaint alleged that BAC had slandered plaintiffs' title and destroyed their borrowing power. It requested "Judgment against the Defendants [*sic*] declaring the Mortgages [*sic*] (Exhibit 'B') on the property R2006-073071, recorded on July 29th, 2005 [*sic*]."

¶ 10 BAC did not appear. On April 19, 2013, plaintiffs moved for a default judgment. On May 9, 2013, attorney David Barhaugh entered his appearance for plaintiffs and refiled the motion. Both motions attached an affidavit from a process server stating that he had "diligently attempted" to serve BAC with the complaint. On May 20, 2013, the trial court continued the motion to June 5, 2013, for Barhaugh to "provide proof as to registered agent for Defendant." On June 5, 2013, Barhaugh told the trial judge that, according to "the Secretary of State file," "it does look like it's registered to an individual" and that that person had been served with process. The court found BAC in default and set July 5, 2013, for the prove-up.

¶ 11 On July 5, 2013, plaintiffs and Barhaugh appeared in court with a proposed judgment order. (The record does not disclose the content of the proposed order.) The court swore in Bhupinder Narang and examined her as follows:

"THE COURT: Ma'am, how did you finance the purchase of this property?

Where did the money come from to buy the property?

MS. NARANG: We have already one house. We sell that house. And we had— when we sell that house, we have \$56,000 that we give the down payment for that house. And other was the mortgage.

THE COURT: And who was the mortgage with?

MS. NARANG: Countrywide.

THE COURT: Okay. Countrywide gave you a loan to purchase this house?

MS. NARANG: Yes.

THE COURT: And is that the mortgage that was—that's the subject of this case today?

MS. NARANG: Yes.

THE COURT: Okay. Counsel, I am not going to sign this order.

MR. BARHAUGH: Okay.

THE COURT: The sole basis on which you are seeking to set aside this—this mortgage is the fact that they are not licensed or registered to do ***.”

At this point, there is a page missing. The incomplete transcript continues as follows:

“THE COURT: Did she pay off the loan?

MR. BARHAUGH: I don't believe that—

MS. NARANG: No. No.

MR. BARHAUGH: —the loan is paid off.

THE COURT: Then I am not going to enter that order.

MR. BARHAUGH: I believe that the—it's just the mortgage that they were seeking to get rid of.

THE COURT: No.

MR. BARHAUGH: The note still stays, obviously.

THE COURT: I am not going to sign that order.

MR. BARHAUGH: Then what is—what would the Court like at this point? Because there is default as to the defendant.”

THE COURT: On the Court's motion, I am going to dismiss this case. You can give me an order to that effect.”

The trial court dismissed the complaint with prejudice. Plaintiffs appeal *pro se*.

¶ 12 On appeal, plaintiffs contend that the trial court's *sua sponte* dismissal of their complaint violated due process and that the court had no basis to disturb its own finding that BAC was in default and ought to be subjected to a judgment. BAC has not filed an appellee's brief, but we may decide the appeal on its merits. See *First Capitol Mortgage Corp. v. Talandis Construction Corp.*, 63 Ill. 2d 128, 133 (1976).

¶ 13 Plaintiffs argue in part that the trial court denied them due process by dismissing their complaint, *sua sponte*, even though BAC had never answered the complaint and had been found in default. Because plaintiff's argument consists of little more than an assertion without reasoning or citation to authority, we deem it forfeited. See *Holmstrom v. Kunis*, 221 Ill. App. 3d 317, 325 (1991).

¶ 14 In any event, the due-process argument lacks merit. "[A] trial court may, on its own motion, dispose of a matter when it is clear on its face that the requesting party is not entitled to relief" (*People v. Vincent*, 226 Ill. 2d 1, 12 (2007)). Thus, "*sua sponte* dismissal of a meritless complaint that cannot be salvaged by amendment comports with due process and does not infringe on the right of access to the courts." *Id.* at 13.

¶ 15 Plaintiffs' sole argument, other than due process, is that, having duly served BAC and obtained an order finding BAC in default, they were necessarily entitled to judgment on their complaint. However, it simply does not follow that successful service on a defendant, followed by a default order, entitles a plaintiff to a final judgment no matter what deficiencies might exist in the plaintiff's case. As noted, the dismissal was proper if the case was meritless. Therefore, plaintiffs must raise some sort of coherent argument on the merits for reversal. They have not done so.

¶ 16 Although plaintiffs are proceeding *pro se*, they are not exempt from the requirements imposed by the rules for appellate briefing. See *Twardowski v. Holiday Hospitality Franchising, Inc.*, 321 Ill. App. 3d 509, 511 (2001). An appellant must define issues clearly, cite pertinent authority, and present coherent arguments. *Holmstrom*, 221 Ill. App. 3d at 325. Arguments presented inadequately are forfeited. *Id.* Here, plaintiffs raise no recognizable, coherent ground for reversal on the merits. Thus, they have forfeited any relief.

¶ 17 There is a second fatal impediment to any relief on appeal. An appellant must provide a record that is sufficiently complete to support any claim of error; any incompleteness must be construed against the appellant and in favor of the judgment. *Foutch v. O'Bryant*, 99 Ill. 2d 389, 391-92 (1984). Here, the record is incomplete. The judge stated that she would not sign “that order,” *i.e.*, the one that Barhaugh requested she sign. We do not have a copy of the proposed order in the record. Moreover, there is a page missing from the transcript of the hearing at which the judge dismissed the complaint. Thus, we cannot say that the proposed order would have been proper or that there was no sufficient reason to dismiss the complaint, as we must presume that the judgment had a sufficient basis in the facts and the law. See *id.*

¶ 18 The judgment of the circuit court of Du Page County is affirmed.

¶ 19 Affirmed.