2017 IL App (2d) 160030-U
No. 2-16-0030
Order filed March 29, 2017

IN THE

APPELLATE COURT OF ILLINOIS

SECOND DISTRICT

BAYVIEW LOAN SERVICING, LLC, Plaintiff-Appellee, v. BARBARA A. LEE, a/k/a Barbara A. Meier, FIRST TENNESSEE BANK, N.A., NEW AMERICAN TOWNHOMES ASSOCIATION, UNKNOWN OWNERS, and NONRECORD CLAIMANTS, Defendants (Barbara A. Lee, a/k/a Barbara A. Meier, Defendant-Appellant).	)	Appeal from the Circuit Court of Du Page County. No. 12-CH-1594 Honorable Terence M. Sheen, Judge, Presiding.

JUSTICE SPENCE delivered the judgment of the court.
Presiding Justice Hudson and Justice Schostok concurred in the judgment.

ORDER

¶ 1 *Held*: (1) We dismissed defendant's appeal to the extent that she challenged a supposed ruling on her section 2-1401 petition, as the record showed no such ruling and, in any event, defendant did not include any such ruling in her notice of appeal; (2) we affirmed the trial court's foreclosure judgment and confirmation of the judicial sale: defendant did not establish that the court should have deemed admitted the matters in her request to admit, that either the original or the successor plaintiff lacked standing or the statutory capacity to sue, or that the sale was invalid.

¶ 2 Barbara A. Lee, a/k/a Barbara A. Meier (defendant), appeals after the confirmation of the sale in a foreclosure proceeding. She raises three general claims of error: (1) the court erred in denying her motion to deem that substituted plaintiff, Bayview Loan Servicing, LLC (Bayview), effectively had admitted the matters in a request for admissions under Illinois Supreme Court Rule 216 (eff. July 1, 2014); (2) the court erred in denying her petition under section 2-1401 of the Code of Civil Procedure (Code) (735 ILCS 5/2-1401 (West 2014)), to vacate the foreclosure judgment; and (3) the court erred in denying her motion to reconsider the confirmation of the sale. We conclude that we lack jurisdiction to address the status of the section 2-1401 petition, as the court never disposed of the petition; we thus dismiss the appeal as to the petition. We further conclude that defendant's arguments on each of the other issues are fatally flawed. We thus affirm the foreclosure and the confirmation.

¶ 3 I. BACKGROUND

¶ 4 The original plaintiff in this case was JPMorgan Chase Bank, N.A. (Chase). On April 2, 2012, it filed a foreclosure complaint relating to the property at 493 Dakota Court in Carol Stream. It alleged that defendant, the property owner and borrower, was in default on the note at issue. Chase also named as defendants First Tennessee Bank, N.A., New American Townhomes Association, unknown owners, and nonrecord claimants. The complaint stated that the "mortgagee, trustee or grantee in the Mortgage" was Oak Brook Bank. The attached mortgage was consistent with that allegation. Chase stated that the capacity in which it brought the action was "mortgagee and holder of the note." The attached note was endorsed to Chase, with a date of September 1, 2006.

¶ 5 Defendant appeared. A full history of her filings in this case is not necessary to grasp the issues on appeal. What are important are the indications that defendant had started to serve

Chase with requests for admissions under Illinois Supreme Court Rule 216. For instance, on June 25, 2012, Chase filed a motion to strike a Rule 216 request that, according to Chase's exhibit, it received on May 29, 2012. Litigation of discovery issues continued into 2014.

¶ 6 While discovery was in process, defendant filed her answer; she denied, among other things, that Oak Brook Bank was the mortgagee on the mortgage, that the original indebtedness was as alleged in the complaint, and that Chase was holder of the note, but she also asserted 11 affirmative defenses. She alleged that Freddie Mac was the holder of the note and that Chase was merely a servicer. She attached a "Notice of Assignment, Sale, or Transfer of Servicing Rights" from Oak Brook Bank that stated that, effective November 1, 2006, Chase would be servicing the loan. She also included a form letter from Freddie Mac in which it stated that it owned the mortgage and that Chase was the servicer.

¶ 7 Chase moved to strike the affirmative defenses. To the claim that it lacked standing, it responded by asserting that it held the note. Although the complaint included a copy of the note endorsed to Chase, the response attached a newer copy of the note. This bore Chase's undated endorsement in blank. Also attached was a copy of a September 1, 2006, assignment of the mortgage from Oak Brook Bank to Chase.

¶ 8 On February 1, 2013, Chase filed its responses to defendant's amended first request for admissions. It "admit[ted] that Freddie Mac [was] the owner of the subject Note," and it further "state[d] that Chase is the servicer and holder of the subject Note pursuant to an endorsement in blank."

¶ 9 On June 23, 2014, Chase moved for an extension of time to respond to "Defendant's Second Request to Admit to Plaintiff," which, according to Chase, defendant had served on it on May 30, 2014. Defendant moved to strike the motion and to deem the matters admitted. Among

other things, she asserted that Chase had not stated good cause for an extension. On July 10, 2014, the court granted Chase's motion and denied defendant's.

¶ 10 On July 15, 2014, Chase filed a motion stating that it had assigned its interests in the mortgage to Bayview and therefore asking for a substitution of plaintiffs. It attached a copy of a recorded assignment of the mortgage from Chase to Bayview with an execution date of March 13, 2013. On August 22, 2014, while the motion for substitution was pending, defendant served a third request for admissions on Chase. A fourth request followed on August 25, 2014. Defendant also moved to strike Chase's answers to her second request for admissions.

¶ 11 The court granted the motion to substitute plaintiffs on September 23, 2014. The court also denied defendant's motion to strike Chase's responses to the second request to admit.

¶ 12 Bayview filed a motion for summary judgment on December 8, 2014, and defendant filed a cross-motion. On December 18, 2014, the court ordered Bayview to produce the original note in its most current form.

¶ 13 On May 12, 2015, the court entered a letter decision summarizing the history of the case and addressing a then-pending motion by defendant for leave to file an amended answer. It allowed the new answer because Bayview was a new plaintiff, but it granted summary judgment in favor of Bayview. It ruled that Bayview had made a *prima facie* case that it was a proper plaintiff by introducing a copy of the note and an affidavit that the original was in its possession. The court noted that Bayview had also allowed defendant to inspect the original note, and it rejected as conclusory a claim from defendant that the note was a forgery. It ruled that the mortgage had been properly assigned to Bayview. It recognized that the law requires that the mortgage and note be transferred together for an assignment to be effective, and it found that that occurred in this case, as the note, endorsed in blank, went to Bayview along with the assignment

of the mortgage. The court entered a judgment of foreclosure that day. That judgment does not contain an express written finding pursuant to Illinois Supreme Court Rule 304(a) "that there is no just reason for delaying either enforcement or appeal or both." Ill. S. Ct. R. 304(a) (eff. Feb. 26, 2010).

¶ 14 On August 6, 2015, defendant filed a document that she labeled a petition under section 2-1401 of the Code (735 ILCS 5/2-1401 (West 2014)). She sought to vacate as void the judgment of foreclosure. She asserted that Bayview lacked standing because the exhibited mortgage assignment pertained to the wrong mortgage. Bayview responded that it had standing as servicer of the loan, but that Freddie Mac was the loan's owner. The record does not contain an obvious disposition of this petition, and neither party points to one.

¶ 15 The judicial sale took place on August 13, 2015. A person not previously associated with the case was the winning bidder. The court confirmed the sale on September 3, 2015. Defendant filed a motion to reconsider on September 8, 2015. She asserted that the legal description of the property in the notice of sale related to a property in Wheaton with no connection to this case. In reply to Bayview, which had responded that the description was the same in defendant's deed, the complaint, the foreclosure judgment, and the published notice, defendant stated that the description contained an incorrect reference to document "R73-54325" as the recorded plat of survey for the subdivision or development. Defendant also asserted that a lien of the homeowners association had statutory priority over the mortgage lien. The court denied defendant's motion to reconsider on December 29, 2015. Defendant filed her notice of appeal on January 11, 2016, appealing the orders confirming the sale and denying her motion for reconsideration of the confirmation. The notice of appeal makes no mention of the disposition of her petition under section 2-1401 of the Code.

¶ 16 II. ANALYSIS

¶ 17 On appeal, defendant, who, as in the trial court, is *pro se*, raises three general claims of error: (1) the court erred in denying her motion to deem that Bayview had, by giving evasive answers, admitted the matters in her second Rule 216 request for admissions; (2) the court erred in denying her section 2-1401 petition to vacate the foreclosure judgment; and (3) the court erred in denying the motion to reconsider the confirmation of the sale. Structural problems in defendant's arguments make them difficult to summarize concisely. We will address the particulars of each argument, concluding that each is fatally flawed. We thus affirm the foreclosure and the confirmation. We further conclude that we lack jurisdiction to address the fate of the section 2-1401 petition, as the court never disposed of the petition and defendant never filed a notice of appeal relating to that pleading.

¶ 18 Before considering Bayview's response, we *sua sponte* consider our jurisdiction as it relates to the section 2-1401 petition. See, *e.g.*, *Department of Health Care & Family Services v. Cortez*, 2012 IL App (2d) 120502, ¶ 7 (a reviewing court has the duty to consider *sua sponte* whether it has jurisdiction). A petition under section 2-1401 is an initial pleading commencing a new and separate cause of action, which is subject to the usual rules of civil procedure. *Price v. Philip Morris, Inc.*, 2015 IL 117687, ¶ 23. The supreme court rules provide for the appeal of a section 2-1401 petition's disposition separate from the appeal of any related matters. Ill. S. Ct. R. 304(b)(3) (eff. Feb. 26, 2010). A separate appeal is the mandatory way of appealing from the disposition of a section 2-1401 petition even if the underlying claims remain pending. *In re Estate of Dolan*, 150 Ill. App. 3d 664, 666-67 (1986). Therefore, because defendant challenged the foreclosure judgment by means of a section 2-1401 petition, any appeal would have to be under Rule 304(b)(3). Defendant has not filed such an appeal. Indeed, she could not, as the

court never disposed of the petition. No jurisdiction exists over the (nonexistent) disposition of the petition.

¶ 19 Although we do not have jurisdiction of an appeal relating to the petition *as such*, the foreclosure judgment was part of the progression of orders leading to the final order, from which defendant *has* filed a proper appeal. For that reason, we address defendant's arguments as they relate to those judgments even when she frames them as relating to the petition.

¶ 20 Bayview has responded to defendant's arguments on appeal. Although we agree with many of its arguments, we have concluded that a summary of those arguments does not advance the analysis of this case.

¶ 21 Defendant has replied, making explicit a point that was only implicit in her early arguments, namely that her arguments rely on the proposition that a party can have standing to foreclose *only* if it owns the loan, services the loan (by which she means that it sends out the monthly statements), or has an assignment of the mortgage.

¶ 22 Because defendant has made a number of arguments, we start by providing legal background that applies across all of them. In particular, each of defendant's claims turns, at least in part, on the doctrine of standing. Those arguments also sometimes implicate standing's near look-alike, statutory capacity to sue. We thus begin our discussion of the substantive law with a consideration of relevant aspects of those doctrines. Only after that will we turn to defendant's specific arguments.

¶ 23 "The doctrine of standing is designed to preclude persons who have no interest in a controversy from bringing suit" and "assures that issues are raised only by those parties with a real interest in the outcome of the controversy." *Glisson v. City of Marion*, 188 Ill. 2d 211, 221

(1999). "[S]tanding requires some injury in fact to a legally cognizable interest." *Glisson*, 188 Ill. 2d at 221.

¶ 24 In Illinois law, lack of standing is an affirmative defense; the burden of proving lack of standing is thus on the party asserting that defense, and a party can thus forfeit the defense if he or she does not timely raise it. *Lebron v. Gottlieb Memorial Hospital*, 237 Ill. 2d 217, 251-54 (2010). An original party's standing to sue must be determined as of the time the suit is filed. *Deutsche Bank National Trust Co. v. Gilbert*, 2012 IL App (2d) 120164, ¶ 15.

¶ 25 The classic use of the doctrine has been in cases in which the injury is abstract or at least nonmonetary. For instance, in *Glisson*, the issue of standing was whether a citizen who "enjoy[ed] and use[d]" an area around the creek that the defendant planned to dam had standing to sue under the Illinois Endangered Species Protection Act (520 ILCS 10/11 *et seq*. (West 1998)), to block the dam's construction. *Glisson*, 188 Ill. 2d at 217. In such a case, the analytic emphasis is necessarily on whether the plaintiff has a real and concrete interest. In contrast, when a lack-of-standing defense is used in a foreclosure case, the realness of the interest is not typically at issue given the direct benefit the plaintiff can receive, namely the property or sale proceeds. Nevertheless, because of the complicated patterns of rights associated with many modern mortgages, lack-of-standing defenses have found regular use in challenging certain plaintiffs' connection to the original mortgage. In such cases, the doctrine's value is largely to provide a check against suits by inappropriate plaintiffs, such as those who might have claims adverse to the true owners of the rights.

¶ 26 In foreclosure cases, issues of standing are sometimes conflated with those of statutory capacity to sue. *See, e.g.*, *Aurora Bank FSB v. Perry*, 2015 IL App (3d) 130673, ¶¶ 15-18 (discussing such a conflation by the trial court and noting distinction between the two

principles). Illinois's judicial foreclosure provisions require that a foreclosure plaintiff plead its capacity to sue. *U.S. Bank, N.A. v. Kosterman*, 2015 IL App (1st) 133627, ¶ 8. Under section 15-1504(a)(3)(N) of the Code, the specifically recognized capacities are "legal holder of the indebtedness, *** pledgee, *** agent, [and] trustee under a trust deed," but the provision also contains a catch-all category of "otherwise." 735 ILCS 5/15-1504(a)(3)(N) (West 2014). A related provision, section 15-1208, defines "mortgagee" 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." 735 ILCS 5/15-1208 (West 2014). The overlap between parties with capacity and parties with standing is not necessarily complete. As a general matter, a party who is the legal holder of an indebtedness should have a legally cognizable interest, something that is not *necessarily* true of an entity that is merely an agent.

¶ 27 The term "servicer" occurs regularly in the parties' trial court filings and appellate arguments. That term does not have a widely established formal legal definition. Common usage indicates that that role involves *at least* an agency relationship with the party entitled to payment on a mortgage note. The parties perhaps have a more precise usage in mind, but no particular usage is so commonly accepted for us to take note of it as a standard part of legal terminology.

¶ 28 As we noted, defendant argues that standing is limited to "owners" of notes, assignees of mortgages, and servicers. Defendant has not supported this proposition, which, in any event, is not consistent with the principles of standing. As we discussed above, the existence of standing requires only a cognizable interest—essentially, skin in the game. If a party has a clear and

current financial interest in a mortgage, it is hard to see how that interest will not create standing, regardless of the interest's label.

¶ 29 Standing does not *necessarily* equate to being a proper plaintiff. For instance, section 15-1504(a)(3)(N) (735 ILCS 5/15-1504(a)(3)(N) (West 2014)) includes the "legal *holder* of the indebtedness" (emphasis added) as a class with capacity to sue, but does not use the term "owner"—of a note, a mortgage, or a loan—to describe any class with capacity to sue. Thus, the description in this case of Freddie Mac as the "owner" of the loan is not one that, of itself, *necessarily* implies *statutory* capacity to sue, nor the only party with standing to sue.

¶ 30 With this background, we can start to address defendant's specific claims. Despite an obvious good-faith effort to comply with all applicable court rules, defendant's brief makes this somewhat difficult. The problem lies in the structure of defendant's discussion, which tends toward lists of propositions that she has set out without much attempt to explicitly draw connections between those propositions and her desired outcome. In some cases, defendant has succeeded nonetheless in making the outline of her argument clear. In others, we would be forced into an advocacy role if we were to try to extract an argument from the string of propositions.

¶ 31 We will address only those points of defendant's that we can follow without speculation. See *BMO Harris Bank N.A. v. Towers*, 2015 IL App (1st) 133351, ¶ 45 (noting that arguments inadequately presented on appeal are forfeited); see also *Spinelli v. Immanuel Lutheran Evangelical Congregation, Inc.*, 118 Ill. 2d 389, 401 (1987). We cannot serve as appellants' advocates. See *Pecora v. Szabo*, 109 Ill. App. 3d 824, 825-26 (1982) ("A reviewing court is entitled to have the issues clearly defined with pertinent authority cited and is not simply a depository in which the appealing party may dump the burden of argument and research."). If

we add our own clarifications to arguments that were not clear as written by the appellant, we risk putting our own words into the appellant's mouth, leaving the appellee to argue not with the appellee but with the court itself. We therefore summarize defendant's discussion points for each argument in a list. By doing so, we can address both matters of legal substance where appropriate, but also explain where the argument fails as a matter of logical structure.

¶ 32 We address defendant's claims in the order she has raised them, starting with her claim that the court erred in refusing to deem admitted defendant's second request to admit. We note that Bayview is incorrect in asserting that the record does not include a copy of its responses to defendant's second request to admit. In fairness to Bayview, we also note that, although defendant did provide a proper record citation for the responses, it was included in a string of puzzling record citations.

¶ 33 Defendant asserts that the court mishandled her request to deem admitted the matters she raised in her second Rule 216 request for admissions. Under Rule 216:

> "A party may serve on any other party a written request for the admission by the latter of the truth of any specified relevant fact set forth in the request. ***
>
> ***
>
> (c) *** Each of the matters of fact and the genuineness of each document of which admission is requested is admitted unless, within 28 days after service thereof, the party to whom the request is directed serves upon the party requesting the admission either (1) a sworn statement denying specifically the matters of which admission is requested or setting forth in detail the reasons why the party cannot truthfully admit or deny those matters or (2) written objections ***. *** A denial shall fairly meet the substance of the requested admission." Ill. S. Ct. R. 216(a), (c) (eff. July 1, 2014).

¶ 34 With that further background, we lay out defendant's first claim of discovery error.

• Rule 216 allows three types of replies to a request to admit: (1) answers, (2) objections, and (3) explanations of why answers cannot be given.

• Under the rule stated in *City of Chicago v. Albert J. Schorsch Realty Co.*, 95 Ill. App. 2d 264, 279-80 (1968), an answer cannot be combined with an objection. (Defendant correctly states the holding of *Schorsch*. We also note that the *Schorsch* court further held that the proper remedy was to grant a motion to "strike those portions of the answers which amounted to objections." *Schorsch*, 95 Ill. App. 2d at 280.)

• Bayview answered many of the individual requests with a statement that some document speaks for itself.

• Those answers are (for reasons defendant does not set out) improperly evasive.

In this discussion, defendant has failed to present any argument for the proposition that the requested admissions should be deemed admitted. *Schorsch*, because it holds that the remedy for mixing objections and answers is to strike the objections, suggests that they should not have been. Further, as to the claim that Bayview could not properly respond by stating that a document spoke for itself, defendant provides no support for that assertion. That point is thus forfeited. See Ill. S. Ct. R. 341(h)(7) (eff. Jan. 1, 2016).

¶ 35 One short section of defendant's Rule 216 discussion deserves closer examination. Defendant specifically addresses Bayview's response to her fifth individual request to admit, in which she sought the admission that Chase "is not entitled to possession of the property after the final order in this case." To this, Bayview responded, "Plaintiff objects to this Request on the grounds that it seeks admission of a legal conclusion and contains a *non-sequitur* wherein the implicit presumption made by Defendant is that [Chase] will be the successful bidder at sale."

Defendant now argues that the answer was improper because she asked about who was entitled to possession, not who the purchaser would be. We conclude that Bayview's response was appropriate. Defendant's request to admit seems to assume that some class of appropriate mortgagee can, *by virtue of its status as mortgagee*, be granted possession of the property in a foreclosure action. In reality, "it is the confirmation of the sale that ultimately divests the borrower of her property rights." *Wells Fargo Bank, N.A. v. McCluskey*, 2013 IL 115469, ¶ 30. In other words, the buyer is the only party who can gain the right to possession through a foreclosure proceeding. When the mortgagee is the buyer—as it was not here—the court gives it possession *as the buyer, and not as the mortgagee*.[1]

¶ 36 Defendant next implies that some form of procedural default required the court to deem admitted the matters in her second request to admit. That discussion takes the following form:

- Rule 216 requires a party to respond to a request to admit in proper form.
- Bayview gave improper responses in the matters discussed above.
- Under Illinois Supreme Court Rule 183 (eff. Feb. 16, 2011), which allows the court to extend the time in which a party may "do any act required by the rules to be done in a limited time period," a court may extend the time to respond to a Rule 216 request to admit only "for good cause shown."
- Fraud is defined as conduct intended to deceive.
- Rule 216 requests to admit "ultimate facts" are proper.

[1] Provisions do exist to put a mortgagee in possession of a property under particular circumstances. See, *e.g.*, 735 ILCS 5/15-1706 (West 2014) (setting out the conditions for placing a mortgagee in possession before the judicial sale). These provisions do not suggest that any general possessory right derives from being a mortgagee.

Defendant then states that, *therefore*, under Rules 216 and 183, all of her second request to admit must be deemed admitted. However, instead of explaining why these propositions lead to her desired conclusion, defendant then cites her "Amended Combined Motion to Strike in Response to Plaintiff's Motion for Extension of Time and Motion to Deem Admitted." Because we cannot act as defendant's advocate, we cannot take on the role of searching through a trial court motion to find the best argument to insert into defendant's brief. This argument is thus forfeited.

¶ 37 Defendant's next set of arguments relates to her claim that the court erred in denying her section 2-1401 petition seeking to vacate the foreclosure judgment. As noted, the record shows no such denial. We still address the arguments, as they are also arguments that the court erred in granting summary judgment for Bayview. Defendant's first group of propositions relates to the implication that she showed fraud by the plaintiffs:

- A court may vacate a summary judgment if the defendant shows that the judgment is void.
- A summary judgment is void if the plaintiff obtained it through fraud.
- That a non-plaintiff corporation—M&T Bank—was listed as the insured on a casualty insurance policy was evidence of fraud.

The fundamental flaw in this argument is the assumption—discussed above—that standing is limited to a particular group of entities. That M&T Bank might have been the mortgage servicer says nothing about whether Bayview had standing and capacity. The court ruled that Bayview had standing as the holder of the note; if defendant intends to argue that M&T Bank could be the insured only if *it* held the note, she has failed to do so. In any event, defendant has failed to develop this argument sufficiently.

¶ 38 Defendant's next set of premises, like those just discussed, relates to the argument that showing that other entities had an acknowledged interest in the mortgage casts doubt on the plaintiffs' standing. They are as follows:

- A court may vacate a summary judgment on a showing that issues of material fact were in dispute.
- During the discovery process, the plaintiffs admitted that Freddie Mac owned the note and mortgage.
- Except for the litigation, defendant interacted only with M&T Bank, leading to the conclusion that it was the servicer.
- Nothing the plaintiffs presented showed that M&T Bank transferred any of its rights to Bayview; Bayview was not the servicer.
- Everything defendant received was consistent with M&T Bank being the mortgage servicer and Freddie Mac being the mortgage "owner."
- Bayview did not have an assignment of the mortgage, nor was the "mortgage loan" " 'transferred' " to Bayview.

Although defendant never explicitly draws a conclusion from this string of propositions, we take her implication to be that, if Freddie Mac owned the note and M&T Bank was the servicer, this would exclude any role for Chase or Bayview sufficient to give them standing. For the reasons already discussed, that does not follow. At the least, defendant needed to make an explicit argument to draw her desired conclusion from these premises. Thus, defendant has failed to make a cogent argument that a material issue of fact existed as to either plaintiff's standing.

¶ 39 Defendant's final claim is that the court erred in denying her motion to reconsider confirmation. We use the structure we have used for the other claims to address this set of

arguments as well. However, because defendant relies on several statutory provisions in these arguments, we annotate our summary to explain the nature of defendant's specific assertions.

¶ 40 Defendant's first argument has its basis in the idea that the miscitation of a document number within the property's legal description made the judicial sale void:

> • The legal description of the property given in the original mortgage, the judgment of foreclosure, and the notice of sale was incorrect in that it included an incorrect document number intended to refer to a plat of survey.
>
> • Under section 15-1508(b) of the Code (735 ILCS 5/15-1508(b) (West 2014)), the error made the notice of sale invalid. (Section 15-1508(b) provides that a lack of notice in accordance with section 15-1507(c) is a basis for the court to deny confirmation; the relevant portion of section 15-1507(c) requires that the notice of sale contain "a legal description of the real estate *sufficient to identify it with reasonable certainty*." (Emphasis added.) 735 ILCS 5/15-1507(c)(1)(C) (West 2014).)
>
> • The sale was invalid under section 4a of the Conveyances Act (765 ILCS 5/4a (West 2014)). (The Conveyances Act provides that "[a]ny person claiming any *** interest in *** lands *** under and *by virtue of a title derived solely through a tax deed*, *** shall not *** transfer *** [that] *** interest *** unless a legal description, sufficient to identify said lands, *** is set out in said deed or conveyance," and that "[a]ny deed *** in which the *** interest sought to be conveyed was or is *derived solely through a tax deed* which does not conform to the provisions of this act shall be void and of no effect in law." (Emphases added.) 765 ILCS 5/4a (West 2014).)

The content of the relevant provisions is sufficient to explain why they do not persuade us that the sale was void. Further, nothing in defendant's discussion suggests that the error in the

document number caused the legal description to fail to identify the property. Thus, despite the error, defendant has failed to point to anything in sections 15-1507(c) and 15-1508(b) that is inconsistent with a valid sale. Further, section 4a of the Conveyances Act by its own terms applies only to "a title derived solely through a tax deed" (765 ILCS 5/4a (West 2014)), and no tax deed was involved in this foreclosure.

¶ 41 Defendant's second and final set of propositions relates to the idea that a homeowners association's lien survived the foreclosure sale:

- As of the judgment for foreclosure, the association had a super-priority lien for unpaid assessments.
- Under Illinois law, this lien survived the foreclosure judgment.

Defendant seems to imply that that claimed lien is inconsistent with an effective sale; perhaps she is under the mistaken impression that a judicial sale must pass title free of liens. Regardless of her intent, because we cannot decipher what her intended argument was, we must necessarily deem it forfeited.

¶ 42 III. CONCLUSION

¶ 43 For the reasons stated, we affirm the confirmation of sale and its predicate foreclosure judgment. However, we dismiss the appeal for lack of jurisdiction to the extent that it seeks reversal of the supposed disposition of defendant's section 2-1401 petition.

¶ 44 Affirmed in part and appeal dismissed in part.