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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION  
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION**

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Arete Investments Fund V, LLC as  
assignee of Anchor Fund, LLC

*Plaintiff,*

*v.*

Lockwood Consulting Group, LLC;  
Tiffany Webb; 4456 S. Prairie  
Condominium Association; Village of  
Northbrook; Unknown Owners and  
Non-Record Claimants,

*Defendants.*

Case Number: 2018 CH 00676

Calendar 60

Honorable William B. Sullivan,  
Judge Presiding

Property Addresses:

4456 S. Prairie Avenue, Unit 3,  
Chicago, Illinois 60653

- AND -

2140 Dehne Road,  
Northbrook, Illinois 60062

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**MEMORANDUM OPINION AND ORDER**

**WILLIAM B. SULLIVAN, Circuit Judge:**

Before the Court is Plaintiff ARETE INVESTMENTS FUND V, LLC ("Arete") as assignee of ANCHOR FUND, LLC's ("Anchor") Motion to Approve Report of Sale and Distribution and Award Possession ("Motion") as to the property located at 2140 Dehne Road in Northbrook, Illinois 60062 (the "Northbrook Property"). For the following reasons, Arete's Motion is hereby GRANTED in part and DENIED in part.

**I. BACKGROUND**

This foreclosure action involves two properties, the Northbrook Property and its companion property located at 4456 S. Prairie Avenue, Unit 3 in Chicago, Illinois 60653 (the "Chicago Property") which are cross-collateralized. On January 18, 2018,

Plaintiff filed its Complaint to Foreclose Mortgage on the Chicago Property. On November 27, 2018, Plaintiff filed its Amended Complaint against Defendants THE LOCKWOOD CONSULTING GROUP, LLC (“Lockwood”), TIFFANY WEBB, 4456 S. PRAIRIE CONDOMINIUM ASSOCIATION, and VILLAGE OF NORTHBROOK, alleging that the Defendants defaulted on the Mortgage for failing to tender the required payments on the Northbrook Property in addition to the Chicago Property. On September 22, 2023, a Judgment of Foreclosure and Sale was entered with regard to both Properties for a total amount of \$1,485,002.00. On January 29, 2024, judicial sales of both the Chicago Property and the Northbrook Property were conducted. The Chicago Property was sold to a third-party purchaser in the amount of \$25,001.00, with Plaintiff agreeing to a further credit against the total amount due to total 100% of the appraised value in the amount of \$126,000.00. Plaintiff successfully credit bid \$800,000.00 for the Northbrook Property. In the Report of Sale and Distribution, after adding interests and costs, the total amount due to Plaintiff amounted to \$1,533,262.27. Therefore, the net deficiency after the sales of both Properties equaled \$607,262.27. Plaintiff subsequently filed a Motion to Approve Report of Sale and Distribution and Award Possession of the Chicago Property on April 10, 2024. Additionally, the Plaintiff filed its Motion on April 12, 2024, seeking this Court’s approval of the judicial sale of the Northbrook Property. On April 29, 2024 Plaintiff presented both Motions seeking confirmation of the judicial sales of both Properties. This Court approved the sale of the Chicago Property on April 29, 2024, without briefing. On April 29, 2024, the Court then

entered a briefing schedule on Plaintiff's Motion for the Northbrook Property. Defendants timely filed their Response brief and Plaintiff timely filed its Reply. In accordance with the briefing schedule, a hearing on Plaintiff's Motion regarding the Northbrook Property took place on July 2, 2024, with counsel for both Parties giving oral arguments before the Court via Zoom. In its Motion, Plaintiff requests that the Court confirm the sale of the Northbrook Property and award immediate possession to Plaintiff. Plaintiff also seeks the entry of a deficiency judgment *in personam* against Defendants Lockwood and Tiffany Webb. Given the complexity of the facts and intricate legal issues, the Court, on July 2, 2024, took this Motion under advisement for the issuance of a written opinion. The Court's ruling follows.

## II. LEGAL STANDARD

The Illinois Mortgage Foreclosure Law ("IMFL") Section 15-1508 governs the confirmation of judicial sales. *Household Bank v. Lewis*, 229 Ill. 2d 173, 178 (2008). A judicial foreclosure sale is not complete until it has been approved by the trial court. *Fleet Mortgage Corp. v. Deale*, 287 Ill. App. 3d 385, 388 (1997). "Upon motion and notice in accordance with court rules applicable to motions generally, which motion shall not be made prior to sale, the court shall conduct a hearing to confirm the sale." 735 ILCS 5/15-1508(b). "Unless the court finds that (i) a notice required in accordance with subsection (c) of Section 15-1507 was not given, (ii) the terms of sale were unconscionable, (iii) the sale was conducted fraudulently, or (iv) justice was otherwise not done, the court shall then enter an order confirming the sale." *Id.* Since the word "shall" is not permissive, this Court has a mandatory obligation to

(a) conduct a hearing on the Motion since notice of the Motion was given, and (b) to confirm the sale unless the Court finds that any of the exceptions to Section 15-1508(b) exist. *Lewis*, 229 Ill. 2d at 178. Courts should refuse to deny a judicial sale at the insistence of an interested party, where the matter complained of is the result of the interested party's own conduct or negligence. *Blancett v. Taylor*, 6 Ill. 2d 434, 438 (1955). However, a court is justified in disapproving a judicially mandated foreclosure sale if unfairness is shown which is prejudicial to an interested party. *Deale*, 287 Ill. App. 3d at 388. In short, the party opposing the sale bears the burden of proving that grounds exist sufficient for the trial court to not enter an order approving the sale. *Sewickley, LLC v. Chicago Title Land Trust Co.*, 2012 IL App (1st) 112977, ¶ 35. Overall, the provisions in the IMFL Section 15-1508 have been construed as conferring on circuit courts broad discretion in approving or disapproving judicial sales. *Lewis*, 229 Ill. 2d at 178.

### III. ANALYSIS

The primary issues before this Court are: does the sale of the Northbrook Property comply with Section 15-1508 of the IMFL; if this Court approves the sale of the Northbrook Property, are Defendants Tiffany Webb and/or Lockwood personally liable for any remaining deficiency; and, is Plaintiff entitled to immediate possession of the Northbrook Property? Each issue will be analyzed in turn.

### A. Compliance with IMFL Section 15-1508

Following the *Lewis* precedent, this Court must confirm the sale of the Northbrook Property unless Defendants adequately show evidence that any of the exceptions to 15-1508 are present. Each of the exceptions to 15-1508 are discussed in detail below.

#### 1. *Was notice improperly given?*

Prior to a judicial sale, two types of notice are required by section 15–1507(c): (1) public notice; and (2) individual notice to all parties in the action who have appeared and have not been found in default. *CitiMortgage, Inc. v. Lewis*, 2014 IL App (1st) 131272, ¶ 37. Neither Party contests the individual notice that Plaintiff gave to Defendants. Rather, the issue presented is whether public notice was properly made by Plaintiff before the sale of the Northbrook Property occurred. Per 15-1507(c), Plaintiff shall give public notice of the sale by publishing “advertisements in a newspaper circulated to the general public in the **county** in which the real estate is located.” 735 ILCS 5/15-1507(c)(2)(i)(A) (emphasis added). Plaintiff published this type of public notice in the Chicago Daily Law Bulletin which circulated in Cook County, Illinois, on January 2, 9, and 16, 2024, in compliance with IMFL notice requirements. Additionally, Plaintiff must publish another public notice of the sale, “in counties with a population of more than 3,000,000, in a newspaper different from the newspaper that publishes the notice required by item (A), and shall be a newspaper published in the **township** in which

the real estate is located.” 735 ILCS 5/15-1507(c)(2)(i)(B) (emphasis added). Defendants contest the validity of this second public notice.

While Plaintiff claims that the sale of the Northbrook Property was fairly noticed in compliance with IMFL Section 15-1507(c), Defendants argue that Plaintiff “illegally” advertised the sale of the Northbrook Property in an incorrect newspaper. Def.s’ Reply, 2. The Certificate of Publication shows that an additional notice of the sale occurred in the “Journal” on January 4, 11, and 18, 2024. The publisher’s representative, Todd Wessell certified in his Certificate of Publication that the Journal is a “secular newspaper” that has been published and “generally circulated” in the township where the real estate is located. In its Response, Defendants argue that Todd Wessell appears to be lying. Defendants note that the Journal is one of seven newspapers, and while one of the newspapers is aimed at Glenview which is in Northfield Township, “circulation” is not synonymous with “publication.” Particularly, Defendants claim that Plaintiff provides no evidence that the Glenview Journal (one of the Journal publications) is even circulated in Glenview in physical copies as opposed to simply online. To attempt to illustrate these arguments, Defendants attached as Exhibit B to their Response to Plaintiff’s Motion scans of front pages of the e-editions of all seven publications that comprise the “Journal”. However, given that Exhibit B does not fall into any of the hearsay exceptions per Illinois Rule of Evidence 803, Exhibit B of the Response is hereby stricken and will not be considered by this Court.

In its Reply, Plaintiff points out that Defendants do not present sufficient evidence to overcome the Certification of Publication. For instance, even if the Journal were published in Maine Township and not Northfield Township (as Defendants' counsel suggested during oral argument), the sale should still be confirmed because it is not enough for the Defendants to simply show a defect in the publication notice. This Court is in agreement with Plaintiff regarding the second "township" notice. The Certification of Publication indicates that publication occurred both in a newspaper and in the township where the property is located as required by the IMFL. The Certificate of Publication is sufficient evidence of notice and Defendants do not provide a shred of evidence to overcome this. Therefore, this Court holds that public notice of the sale was properly made in compliance with the IMFL.

2. *Were the terms of sale unconscionable?*

"Courts view judicial foreclosure sales as presumptively valid and place the burden on the debtor to show why the sale price is unconscionably low." *T2 Expressway, LLC v. Tollway, L.L.C.*, 2021 IL App (1st) 192616, ¶ 26. It is well established in case law that property sold at forced sales does not bring its full value and that the price depends on many circumstances for which the debtor must expect to suffer a loss. *Id.* A circuit court only abuses its discretion by confirming a sale when the sale price is "grossly inadequate" and therefore shocking to the conscience. *Id.* Courts have determined that a proper method for determining unconscionability is the property's sale price as a percentage of the fair market

value; yet, there is no established percentage of fair market value below which a sale price is considered unconscionable. *Id.* ¶ 28. However, Illinois courts have not declined to confirm a judicial sale where the sale price was above 50% of the fair market value. *Id.* Unless there is evidence of fraud, mistake, or violation of duty by the officer conducting the sale, inadequacy of price alone is not sufficient cause for declining to confirm a judicial sale. *Uptown Federal Savings & Loan Ass'n of Chicago v. Walsh*, Ill. App. 3d 626, 632 (1973).

Defendants in their Response, claim that Plaintiff offers inadequate evidence of the value of the Northbrook Property because they allege that the appraisal conducted by Plaintiff is worthless. Particularly, Defendants note that the appraisal was a “drive-by” so the appraiser did not inspect the interior of the property. Defendants present the admittedly “unreliable” Cook County Assessor’s estimated market value in Exhibit A of their Response; however, Exhibit A will also be stricken as hearsay given that it does not fall into one of the 23 exceptions under Evidence Rule 803. This Court agrees with Plaintiff that the Defendants have not met their burden of showing that the Sale should not be confirmed under 15-1508(b) of the IMFL. The appraisal done by Plaintiff was completed by a certified appraiser and Defendants provide no evidence to counter this appraisal. Furthermore, Plaintiff’s bid represents nearly 89% of the appraised value of \$903,000, and a \$800,000 bid is far from grossly inadequate here. Therefore, Defendants provide no basis for the court to find the sale of the Northbrook Property unconscionable. In short, this Court holds that the sales price of the Northbrook Property is not so



unconscionably low so as to shock the conscience. Ergo, this exception has likewise not been met either.

3. *Was the sale conducted fraudulently?*

No allegations were made by Defendants that the sale was conducted fraudulently, so this Court will not discuss this exception in detail. Upon review of the record, no evidence of fraud by the sheriff who conducted the sale is present so this exception is not met.

4. *Was justice otherwise not done?*

The last exception to 15-1508(c) appears to give courts a small bit of discretion to reject judicial sales. *NAB Bank v. LaSalle Bank*, 2013 IL App (1st) 121147, ¶ 16. However, case law shows that the court's discretion under the "justice otherwise be done" clause is extraordinarily narrow. *Id.* There is no bright-line definition of what defects in the sale process might constitute an "injustice." *Id.* ¶ 18. There are only a handful of reported cases where a court vacated a sale under the justice clause, and almost all of them did so because of an unconscionable sale price, which is a separately listed exception to confirming a judicial sale. *Id.* Aside from price unconscionability, the justice clause provides a limited framework in which courts may undo sales because of serious defects in the actual sale process, and not because of alleged errors in the process leading up to the underlying judgment. *Id.* ¶ 19. For instance, in *Citicorp Savings of Illinois v. First Chicago Trust Co. of Illinois*, the circuit court declined to approve the sale of the property at issue because the bank affirmatively represented to the debtors that a sale would be

postponed to a later date. 269 Ill. App. 3d 293, 300-301 (1995). Therefore, since the sale that did occur was a mistake and evidence in the record clearly indicated as such, it would not be in the interest of justice for the court to confirm the sale.<sup>1</sup> *Id.* Finally, the justice clause is a codification of the court's power to vacate a sale where unfairness is shown that is prejudicial to an interested party. *Deutsche Bank v. Cortez*, 2020 IL App (1st) 192234, ¶ 22. However, this discretion cannot be used to protect an interested party against the result of their own negligence, but instead must balance the interests of the parties applying traditional equitable principles. *Id.*

Given that this Court has already determined that the price bid by Plaintiff for the Northbrook Property is not unconscionable, this Court will consider whether there were serious defects in the sale process, which may have prejudiced Defendants. Defendants claim that Arete does not explain what gives it the right to seek title or possession of the Northbrook Property based upon the fact that its predecessor in interest, Anchor, was the bidder at the foreclosure sale. Defendants argue that because the Report of Sale, Receipt of Sale, and Certificate of Sale reflect Anchor as the successful bidder, Arete is therefore not entitled to seek confirmation of the sale or possession of the property. Plaintiff confirmed in its Reply that Arete was actually the bidder at the foreclosure sale and that the selling officer made a typographical error when it listed Anchor instead of Arete as the bidder. Plaintiff

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<sup>1</sup> See generally, *Fleet Mortgage Corp. v. Deale*, 287 Ill. App. 3d 385, 390 (1997) (vacating a sale that should have been canceled but was nonetheless held because of a clerical error); *Citicorp Savings of Illinois v. First Chicago Trust Co. of Illinois*, 269 Ill. App. 3d 293, 206 (1995) (refusing confirmation of sale because unfairness was shown which was prejudicial to an interested party); *New Century Mortgage Corp. v. Pinto*, No. 01 C 1075, 2002 WL 31455969, \*1-2 (N.D.Ill. Oct. 30, 2002) (vacating a sale due to significant error in title search affecting marketability of title).

provides evidence in its Reply that the mistake by the selling officer was corrected, and that the Report of Sale, Receipt of Sale, and Certificate of Sale in Exhibit C now reflect Arete as the bidding entity. Finally, The assignment from Anchor to Arete occurred on December 22, 2023. This Court ordered the substitution of party plaintiff on February 1, 2024, which makes Arete a valid successor in interest to the Northbrook Property. Regardless of the error that occurred, such error was corrected and did not prejudice the Defendants. The Defendants' names were properly listed in both the incorrect and corrected Report of Sale, Receipt of Sale, and Certificate of Sale, and notice was properly given as discussed *supra*. Furthermore, Defendants did not provide any evidence showing that the sale of the Northbrook Property, as conducted, prejudiced them in any way. Therefore, justice was done and this exception is not met.

This Court therefore holds that because none of the exceptions to 15-1508 were met by Defendants, the Court must confirm the sale of the Northbrook Property. In summary, Defendants failed to meet their burden to provide evidence showing fraud, unconscionability, lack of notice, or justice otherwise not being done. To disturb judicial sales for slight causes would impair the confidence essential to induce persons to become purchasers of real property. *Blancett*, 6 Ill. 2d at 438. This Court notes that there is also a public policy interest in obtaining new ownership for foreclosed property so as to prevent deterioration of the asset. *Sewickley, LLC v. Chicago Land Title Trust*, 2012 IL App (1st) 112977, ¶ 33. To prevent the deterioration of the Northbrook Property and maintain confidence in the purchase

and sale process of real property, Plaintiff's Motion is hereby GRANTED, and this Court confirms the sale of the Northbrook Property to Plaintiff.

#### B. Personal Deficiency Against Defendants

Given that this Court has confirmed the sale of the Northbrook Property, the Court must address whether Plaintiff may seek entry of a personal deficiency judgment against Defendants Lockwood and/or Tiffany Webb. "In any order confirming a sale pursuant to the judgment of foreclosure, the court shall also enter a personal judgment for deficiency against any party (i) if otherwise authorized and (ii) to the extent requested in the complaint and proven upon presentation of the report of sale in accordance with Section 15-1508." 735 ILCS 5/15-1508(e). "Such judgment may be entered, or enforcement had, only in cases where personal service has been had upon the persons personally liable for the mortgage indebtedness, unless they have entered their appearance in the foreclosure action." *Id.* Upon a borrower's default, the lender is allowed to choose whether to proceed on the promissory note or guaranty, or to foreclose upon the mortgage. *LP XXVI, LLC v. Goldstein*, 349 Ill. App. 3d 237, 241 (2009). These remedies may be pursued consecutively or concurrently. *Id.* An *in rem* foreclosure action adjudicates only the rights and interests in the property that is the subject of the mortgage as opposed to an *in personam* deficiency judgment which allows a lender to collect the remaining debt through the borrower's personal assets.<sup>2</sup> *Id.* As *Goldstein* notes, while an action on a guaranty appears to be the same action as a mortgage foreclosure suit, a guaranty, note, and mortgage are sufficiently distinct to support separate causes of

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<sup>2</sup> See also, *Metrobank v. Cannatello*, 2012 IL App (1st) 110529 ¶ 31.

action. *Id.* at 240-241. Therefore, a plaintiff may seek a deficiency judgment on the mortgage, note, and/or guaranty concurrently or separately. *Id.* A note is executed to provide capital while a mortgage is meant to secure the note. *Id.* A defendant may personally provide a guaranty in order to assure the lender that any shortfall in the security provided by the mortgaged property would be made good. *Id.* While the three transactions are related, their mere proximity in time and the overlap of some of the parties do not render them a single transaction. *Id.*

Plaintiff seeks an *in personam* deficiency judgment against Tiffany Webb in paragraph 3(l) of its Amended Complaint. Pl's Am. Compl. ¶ 3(l). Ms. Webb executed a Personal Guaranty in her capacity as an individual. However, Tiffany Webb did not sign the Mortgage and Note personally, but only as a Managing Member of Lockwood. Consequently, is Arete entitled to a personal deficiency judgment against Ms. Webb when Plaintiff has only requested a personal judgment in the complaint, but not pled a count for breach of guaranty and provided evidence of Ms. Webb's breach of such guaranty? This Court being a court of equity, must weigh Ms. Webb's due process rights against the Plaintiff's interest in collecting the remaining deficiency. Doing so, the answer must be a resounding no.

The Constitution of the United States in the 14th Amendment explicitly states that state governments shall not "deprive any person of life, liberty, or property, without due process of law." U.S. Const. amend. XIV, § 1. Section 2 of the Illinois Constitution contains this exact language as well. Ill. Const. 1970, art. I, § 2. Particularly, "procedural due process claims concern the constitutionality of the

specific procedures employed to deny a person's life, liberty or property.” *Segers v. Industrial Com’n*, 191 Ill. 2d 421, 434 (2000). “Procedural due process is meant to protect persons not from the deprivation, but from the mistaken or unjustified deprivation of life, liberty or property.” *Id.* Under a three-part test for considering procedural due process claims, courts should (1) ask whether a liberty or property interest exists in which the State has interfered, (2) examine the risk of an erroneous deprivation of such an interest through the procedures already in place, while considering the value of additional safeguards, and (3) address the effect that administrative and monetary burdens would have on the state’s interest. *Id.* Under this test, if this Court awards a personal deficiency judgment against Tiffany Webb, her procedural due process rights would be violated under both the Federal and this State’s Constitutions. Something this Court vehemently refuses to do. An award of a personal deficiency would set a dangerous—and unconstitutional—precedent for mortgage foreclosure proceedings. Lenders could stop filing breach of guaranty claims and simply write one line in a complaint seeking an *in personam* deficiency, without proving any breach of such guaranties. In this case, Ms. Webb would be personally liable for over \$600,000—a very large amount. This Court sees breach of guaranty claims brought with foreclosure suits frequently and Plaintiff should be well aware and prepared to bring these claims should they choose to do so. Overall, any award of a personal deficiency would violate Ms. Webb’s procedural due process rights, and this Court will simply not allow that to happen.

As Defendants note in their Response, neither Arete nor its predecessor Anchor pled a guaranty or co-borrower claim against Ms. Webb. Plaintiff in its Motion and Reply attempts to argue that the one sentence in the Complaint seeking personal deficiency against Ms. Webb is enough. Additionally, Plaintiff claims that a separate count for breach of guaranty or breach of note is not necessary for Plaintiff to be entitled to request entry of a deficiency judgment as part of a count for foreclosure of mortgage. This Court disagrees. Because the Personal Guaranty is a separate contract for which a separate action can be made, as illustrated in *Goldstein*, Plaintiff has not put Ms. Webb on notice that she needs to defend herself with respect to the same. Plaintiff had the option of bringing a breach of Personal Guaranty action and chose not to do so. As the Illinois Supreme Court observed in *Cobo*, when a lender sought to recover personal judgment under a note, it still invoked that note in the foreclosure complaint and threatened to seek a remedy based on the note. *First Midwest Bank v. Cobo*, 2018 IL 123038 ¶ 25. As a result, the borrower in *Cobo* became alerted to the possibility that they would need to defend against a claim under the note. *Id.* In contrast to *Cobo*, Ms. Webb was not alerted to an alleged breach of the Personal Guaranty that she signed. Lockwood is responsible under the Note and Mortgage, not Ms. Webb. As such, how can an individual who is not a party to a contract be personally liable for a breach of the contract by the contracted party? That is a legal impossibility.

It is clear from case law that a guaranty is a separate contract from a mortgage and/or note. The law allows an injured party to file a distinct breach of

guaranty suit to seek remedies from a breaching party. This Court believes that the scales of equity would be tipped too far in a lender's direction if they simply had to write one line in a complaint, but not plead or provide evidence for a breach of guaranty, and still be awarded a personal deficiency on such guaranty. Additionally, despite the potential opportunity to do so, Plaintiff did not pierce the corporate veil, let alone attempt to do so. The doctrine of piercing the corporate veil is an equitable remedy; it is not itself a cause of action but rather is a means of imposing liability on an underlying breach of contract action. *Fontana v. TLD Builders, Inc.*, 362 Ill. App. 3d 491, 500 (2005). A party seeking to pierce the corporate veil has the burden of making a substantial showing that one corporation is really a dummy or sham for another, and courts will pierce the corporate veil only reluctantly. *Id.* As such, this Court will not even consider piercing the corporate veil in this case when no underlying breach of the Personal Guaranty was claimed or proven by Plaintiff, and where no such request by Plaintiff has been made.

Finally, can there be a personal deficiency awarded against Lockwood as requested in Plaintiff's Motion? The Amended Complaint only names Tiffany Webb and not Lockwood. Pl's Am. Compl. ¶ 3(1). Therefore, since the complaint does not request it, and the Judgment of Foreclosure does not grant it, this Court will not grant a personal deficiency judgment against Lockwood. Again, Plaintiff had the opportunity to seek a personal deficiency judgment against Lockwood earlier in this foreclosure proceeding and chose not to do so. Therefore, the remaining deficiency is *in rem* only. This Court holds that Plaintiff is not entitled to seek a personal



judgment neither against Lockwood nor against Ms. Webb, and its request for the same in their Motion is DENIED.

### C. Request for Immediate Possession

Plaintiff's Motion requests immediate possession of the Northbrook Property. As required in this Court's Standing Order, when a movant for an Order Approving Sale, "seeks immediate possession, the movant must also provide a copy of: (1) a vacancy affidavit or affidavit of abandonment dated no more than 6 months prior to the hearing date even if the Court specifically found in the Judgment of Foreclosure that the property was vacant/abandoned at the time of judgment; and (2) photographs of the property attached to the vacancy affidavit or affidavit of abandonment demonstrating that the property is in fact vacant and/or abandoned." Amended and Restated Standing Order, Calendar 60, § XVII(e) (May 31, 2024). "The rules contained in this Court's Standing Order have the force of a statute and are binding on the Parties. Such rules are meant to be followed, as written, and are not suggestions or guidelines from which deviations may be made by the litigants." *Id.* at § I(a) (internal citations omitted). As this Court cannot locate any Vacancy Affidavit in the courtesy copies or in the record for this case, pursuant to the requirements in this Court's Standing Order, this is grounds for denial of the request. Accordingly, Plaintiff's request for immediate possession of the Northbrook Property is also DENIED.

#### IV. CONCLUSION

For the above mentioned reasons, the Court hereby confirms the sale of the Northbrook Property and finds that: (1) all notices required by the IMFL were given; (2) the sale was fairly and properly made; (3) the sale proceeded in accordance with the terms of the court's judgment; and (4) justice was done. While the sale of the Northbrook Property is approved, this Court will not enter an *in personam* judgment against either Tiffany Webb or Lockwood; instead, any remaining deficiency is *in rem* only. Finally, this Court refuses to award immediate possession of the Northbrook Property and grants possession effective 30 days after entry of this Order. As such, Plaintiff's Motion is hereby GRANTED in part and DENIED in part.

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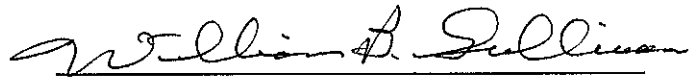
**ACCORDINGLY, FOR THE AFOREMENTIONED REASONS, THE COURT  
HEREBY ORDERS AS FOLLOWS:**

- (1) The Motion is GRANTED as it relates to the sale of the Northbrook Property;
- (2) The Motion is DENIED in part as it relates to the request for an *in personam* deficiency against both Lockwood and Tiffany Webb;
- (3) The Motion is DENIED in part as it relates to the request for immediate possession of the Northbrook Property; and
- (4) Plaintiff shall send to the Court's email address listed below by 3:30 p.m. on July 19, 2024, a copy of a Proposed Order Approving Sale containing a 30-day Order of Possession which shall be the final order in this case.

**IT IS SO ORDERED.**

Date: July 18, 2024

ENTERED:



Honorable William B. Sullivan

ORDER PREPARED BY THE COURT  
ccc.mfmlcalendar60@cookcountyil.gov  
(312) 603-3894

